



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 15, 2016

To: Honorable Mayor Glenn Singer and
Town Council Members

From: Alexander Diaz, Town Manager *Alex B*

Subject: Resolution No. 2475.16- Authorizing the General Obligation
Refunding Bond, Series 2016.

Item Number:

10

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2475.16 as presented.

Background:

Earlier this year through your action you approved the Administration to explore the possibility of re-financing of our original series 2007 General Obligation Bond(s) for potential savings in future interest. We have in fact determined that be re-financing our bonds there is a potential savings of approximately \$1.4 to \$1.5- million dollars. In structuring our potential savings, we have determined that realizing the saving "up-front" we could use these savings for current Capital Projects.

The initial four years of the re-financed bonds would have a "lower" debt-service, which is how we realize the savings. Thereafter, our debt service will climb back to current funding levels.

We encourage your favorable support of our re-financing.

Fiscal Impact:

Reduction to the Town's Debt service of the original GO BONDS and Overall savings in expected near of \$1.5 million dollars.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2475.16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$14,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF TOWN OF GOLDEN BEACH, FLORIDA GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016, TO REFUND AND DEFEASE THE TOWN'S GENERAL OBLIGATION BONDS, SERIES 2008 AND PAY COSTS OF ISSUANCE; PROVIDING THAT SUCH GENERAL OBLIGATION REFUNDING BONDS SHALL CONSTITUTE GENERAL OBLIGATIONS OF THE TOWN AND THAT THE FULL FAITH, CREDIT AND TAXING POWER OF THE TOWN SHALL BE IRREVOCABLY PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OF AND THE INTEREST ON SUCH GENERAL OBLIGATION REFUNDING BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING CERTAIN DETAILS OF THE BONDS; DELEGATING CERTAIN MATTERS IN CONNECTION WITH THE ISSUANCE OF THE BONDS TO THE MAYOR AND/OR TOWN MANAGER; AUTHORIZING THE NEGOTIATED SALE OF THE BONDS TO THE UNDERWRITERS; APPOINTING A PAYING AGENT AND A BOND REGISTRAR; APPOINTING AN ESCROW AGENT; APPROVING THE FORM AND EXECUTION OF A BOND PURCHASE AGREEMENT; APPROVING THE FORM AND EXECUTION OF AN ESCROW DEPOSIT AGREEMENT; PROVIDING FOR A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE EXECUTION OF AN OFFICIAL STATEMENT; AUTHORIZING OBTAINING A BOND INSURANCE POLICY AND ANY NECESSARY COVENANTS WITH RESPECT THERETO; COVENANTING TO PROVIDE CONTINUING DISCLOSURE IN CONNECTION WITH THE BONDS IN ACCORDANCE WITH SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12; AUTHORIZING A BOOK-ENTRY REGISTRATION SYSTEM FOR THE BONDS; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE TOWN TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE OF THE BONDS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 17, 2007, the Town Council (the "Council") of the Town of Golden Beach, Florida (the "Town") adopted Resolution No. 1854.07 calling for a bond referendum (the "Referendum") in conjunction with a general election on November 6, 2007 to submit to the electorate of the Town, among other items, a referendum to decide whether the Town should be authorized to issue not exceeding \$14,500,000 in principal amount of general obligation bonds for the purpose of financing various capital improvements in the Town, including streetscape projects, traffic calming improvement

projects, underground power, telephone and cable utility lines, removal of existing poles, pole-mounted equipment and overhead lines, replacement of ground-mounted equipment, utility line burial, including related earthwork, off-site roadway improvements, landscaping and irrigation in public rights of way, acquisition of certain lands in connection with certain of such infrastructure improvements (the "Project"); and

WHEREAS, at such general election on November 6, 2007, the issuance of the bonds was approved by the qualified electors of the Town in accordance with the applicable laws of the State of Florida (the "State"); and

WHEREAS, on November 20, 2007, pursuant to Resolution No. 1877.07, the Council accepted the certification by the Town Clerk in coordination with the Supervisor of Elections of Miami-Dade County, Florida of the results of such Referendum approving the issuance of the bonds; and

WHEREAS, on June 24, 2008, the Council adopted Resolution No. 1927.08 authorizing the issuance of the bonds; and

WHEREAS, on September 9, 2008, the Town issued its \$14,445,000 General Obligation Bonds, Series 2008 (the "2008 Bonds"); and

WHEREAS, the Council desires to authorize the issuance of not exceeding \$14,000,000 General Obligation Refunding Bonds, Series 2016 (the "Bonds") for the purpose of (i) refunding the outstanding 2008 Bonds, other than the 2008 Bonds maturing on January 1, 2017 and January 1, 2018 (the 2008 Bonds being refunded are referred to as the "Refunded Bonds"), (ii) defeasing the 2008 Bonds maturing on January 1, 2018 (the "Defeased Bonds") and (iii) paying costs of issuance of the Bonds; and

WHEREAS, pursuant to the Constitution and laws of the State, including, without limitation, Article VII, Section 12 of the Constitution, Chapter 166, Florida Statutes, as amended, Sections 132.33 through 132.47, Florida Statutes, as amended, the Town of Golden Beach Charter (collectively, the "Act"), and the Referendum, the Town is duly authorized to issue the Bonds and pledge the ad valorem taxes levied by the Town to the payment of the Bonds; and

WHEREAS, Article VII, Section 12 of the Florida Constitution provides that municipalities may issue bonds payable from ad valorem taxation without approval by a vote of the electors to refund outstanding bonds and interest and redemption premiums thereon if such refunding bonds are issued at a lower net average interest cost rate than that which is calculated respecting the refunded bonds; and

WHEREAS, Sections 132.33 through 132.47, Florida Statutes, as amended, set forth certain requirements which must be met prior to the issuance of the Bonds; and

WHEREAS, the Town deems it a paramount public purpose and necessary, beneficial and in its best interest to provide for the refunding of the Refunded Bonds and the defeasance of the Defeased Bonds. The refunding and defeasance program herein described will be advantageous to the Town by effecting an overall reduction in debt service applicable to bonded indebtedness; and

WHEREAS, the Town is authorized under Chapter 166, Part II, Florida Statutes, and Chapter 132, Florida Statutes, to issue refunding bonds and to deposit the proceeds thereof in escrow to provide for the payment when due of the principal of, interest on and redemption premiums, if any, in connection with the Refunded Bonds and the Defeased Bonds; and

WHEREAS, the Bonds shall only be issued at a lower net average interest cost rate than the net average interest cost rate of the Refunded Bonds and the rate of interest borne by the Bonds shall not exceed the maximum interest rate established pursuant to the terms of Section 215.84, Florida Statutes.

WHEREAS, it is estimated that the present value of the total debt service savings anticipated to accrue to the Town from the issuance of the Bonds, calculated in accordance with Section 132.35(2), Florida Statutes, is, under present market conditions, approximately 11% of the aggregate debt service on the Refunded Bonds; and

WHEREAS, the principal amount of the Bonds to be used to refund the Refunded Bonds shall not exceed an amount sufficient to pay the sum of the principal amount of the Refunded Bonds that is outstanding on the date of issuance of the Bonds, the aggregate amount of unmatured interest payable on the Refunded Bonds to and including the date that they are called for redemption, the applicable redemption premiums related to the Refunded Bonds that are called for redemption, and the costs of issuance of the Bonds all in accordance with Section 132.35, Florida Statutes; and

WHEREAS, the sum of the present value of the total payments of both principal and interest to become due on the Bonds (excluding all such principal and interest payments as will be made with moneys held by the Escrow Agent (as hereinafter defined) under the Escrow Deposit Agreement (as hereinafter defined) allocated to the refunding of the Refunded Bonds) and the present value of costs of issuance of the Bonds, if any, not paid with proceeds of the Bonds, will be less than the present value of the principal and interest payments to become due at their stated maturities, or earlier mandatory redemption dates, on the Refunded Bonds; and

WHEREAS, the first installment of principal of the Bonds shall mature not later than the date of the first stated maturity of the Refunded Bonds next following the date of issuance of the Bonds; and

WHEREAS, the Bonds shall not be issued until such time as the Finance Director of the Town shall have filed a certificate with the Council setting forth the

present value of the total debt service savings which will result from the issuance of the Bonds to refund the Refunded Bonds, computed in accordance with the terms of Section 132.35, Florida Statutes, and demonstrating mathematically that the Bonds are issued at a lower net average interest cost rate than the Refunded Bonds; and

WHEREAS, the Council desires to set forth the terms and details of the Bonds in this Resolution; and

WHEREAS, the Council has determined that it is in the best interest of the Town to delegate as provided herein the determination of various terms of the Bonds, the final award of the Bonds, including execution of a Bond Purchase Agreement, whether to obtain bond insurance with respect to the Bonds and all other actions necessary or desirable in connection with the issuance of the Bonds, subject to the limitations contained herein; and

WHEREAS, for the reasons more fully set forth herein, the Council finds and determines it to be in the best interest of the Town to authorize the sale of the Bonds on the basis of a negotiated sale rather than a public sale by competitive bid;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA:

SECTION 1. Adoption of Representations. The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

SECTION 2. Definitions. In addition to the terms elsewhere defined in this Resolution, unless the context otherwise requires, the following terms as used in this Resolution shall have the following meaning:

“Authorized Depository” means any bank, trust company, national banking association, savings and loan association, savings bank or other banking association selected by the Town as a depository, which is authorized under Florida law to be a depository of municipal funds and which has complied with all applicable state and federal requirements concerning the receipt of Town funds.

“Bond Insurance Policy” means, as and if provided by the Town Manager in the Town Manager’s Certificate, the municipal bond insurance policy issued by a municipal bond insurance company in respect of the Bonds.

“Bond Purchase Agreement” means the Bond Purchase Agreement substantially in the form attached hereto as Exhibit “B” to be entered into between the Town and the Underwriters of the Bonds providing for the terms of the sale of the Bonds to such Underwriters.

“Bond Registrar” means Branch Banking and Trust Company, and any other agent designated from time to time by the Town, by resolution, to maintain the

registration books for the Bonds issued hereunder or to perform other duties with respect to registering the transfer of the Bonds.

“Bondholder”, “Holder” or “Registered Owner” means the person in whose name any Bond is registered on the registration books maintained by the Bond Registrar.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and all temporary, proposed or permanent implementing regulations promulgated or applicable thereunder.

“DTC” means The Depository Trust Company, New York, New York, its successors and assigns.

“Escrow Agent” means Branch Banking and Trust Company.

“Escrow Deposit Agreement” means the Escrow Deposit Agreement substantially in the form attached hereto as Exhibit “C” to be entered into between the Town and the Escrow Agent, pursuant to which the Escrow Agent will provide for the payment and redemption, as applicable, of the Refunded Bonds and the Defeased Bonds.

“Finance Director” means the Finance Director of the Town or his or her designee or the officer succeeding to his or her principal functions.

“Financial Advisor” means Estrada Hinojosa & Company, Inc., its successors and assigns, the financial advisor to the Town in connection with the issuance of the Bonds.

“Fiscal Year” means the period commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive 12-month period as may hereafter be designated as the fiscal year of the Town.

“Government Obligations” means:

(a) direct obligations of, or obligations unconditionally guaranteed as to timely payment of principal and interest by, the United States of America;

(b) any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (i) which are not callable prior to maturity or as to which irrevocable instructions have been given to the trustee of such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (ii) which are secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or obligations of the character described in clause (a) hereof which fund may be applied only to the payment of such principal of and

interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the redemption date or dates specified in the irrevocable instructions referred to in subclause (i) of this clause (b), as appropriate, and (iii) as to which the principal of and interest on the obligations of the character described in clause (a) hereof which have been deposited in such fund along with any cash on deposit in such fund are sufficient to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (iii) on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (i) of this clause (iii), as appropriate;

(c) evidences of indebtedness issued by the Federal Home Loan Banks, Federal Home Loan Mortgage Corporation (including participation certificates), Federal Financing Banks, or any other agency or instrumentality of the United States of America created by an act of Congress provided that the obligations of such agency or instrumentality are unconditionally guaranteed as to timely payment of principal and interest by the United States of America or any other agency or instrumentality of the United States of America or of any corporation wholly-owned by the United States of America; and

(d) evidences of ownership of proportionate interests in future interest and principal payments on obligations described in (a) held by a bank or trust company as custodian.

“Mayor” means the Mayor of the Town or in his absence or inability to perform, the Vice Mayor of the Town.

“Official Statement” means that certain Official Statement with respect to the issuance of the Bonds, as such Official Statement shall be approved by the Mayor and the Town Manager in accordance with the provisions of this Resolution.

“Outstanding” or “Bonds Outstanding” means all Bonds which have been issued pursuant to this Resolution except:

(a) Bonds canceled after purchase in the open market or because of payment at, or redemption prior to, maturity;

(b) Bonds which are deemed paid pursuant to Section 6.G hereof or which are deemed paid, satisfied and discharged pursuant to Section 18 hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Resolution.

“Paying Agent” means Branch Banking and Trust Company, and any other agent which is an Authorized Depository, designated from time to time by the Town, by resolution, to serve as a Paying Agent for the Bonds issued hereunder that shall have agreed to arrange for the timely payment of the principal of, interest on and redemption

premium, if any, with respect to the Bonds to the Registered Owners thereof, from funds made available therefor by the Town.

“Preliminary Official Statement” means the Preliminary Official Statement with respect to the issuance of the Bonds substantially in the form attached hereto as Exhibit “D”.

“Resolution” means this resolution authorizing the issuance of the Bonds, as amended from time to time to the extent permitted hereby.

“Town Attorney” means the Town Attorney of the Town or his or her designee.

“Town Clerk” means the Town Clerk or his or her designee or the officer succeeding to his or her principal functions.

“Town Manager” means the Town Manager or his or her designee or the officer succeeding to his or her principal functions.

“Town Manager’s Certificate” means the Certificate to be executed by the Town Manager prior to or at the time of the execution of the Bond Purchase Agreement, which certificate shall provide certain details of the Bonds as required under this Resolution.

“Underwriters” means Raymond James & Associates, Inc. and Stifel, Nicolaus & Company, Incorporated, the underwriters of the Bonds.

Words in this Resolution importing singular numbers shall include the plural number in each case and vice versa, and words importing persons shall include firms, corporations or other entities including governments or governmental bodies. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

SECTION 3. Findings and Determinations. It is hereby ascertained, determined and declared that:

A. The Project consists solely of “capital projects” as such term is used in Article VII, Section 12 of the Constitution of the State and such improvements as authorized by the Referendum.

B. Due to the Town’s limited historical activity in the capital markets and the potential need for additional investor pre-marketing, and the recommendation of the Financial Advisor that the sale of the Bonds be by negotiation, a negotiated sale of the Bonds is found to be in the best interest of the Town and is hereby authorized in order to permit the Town to enter the market at the most advantageous time and obtain the best possible price and interest rates for the Bonds.

SECTION 4. Contract. In consideration of the acceptance of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Town, the Bondholders, the Bond Registrar, the Paying Agent and the provider of any Bond Insurance Policy. The covenants and agreements herein set forth to be performed by the Town shall be for the equal benefit, protection and security of the Bondholders and the provider of any Bond Insurance Policy, and all Bonds shall be of equal rank and without preference, priority or distinction over any other thereof, except as expressly provided herein.

SECTION 5. Authorization of the Bonds; Sale and Award of the Bonds.

A. Subject and pursuant to the provisions hereof, Bonds of the Town to be known as "Town of Golden Beach, Florida, General Obligation Refunding Bonds, Series 2016" are hereby authorized to be issued at one time or as needed in the aggregate principal amount of not exceeding \$14,000,000, for the purpose of (i) refunding the Refunded Bonds, (ii) defeasing the Defeased Bonds and (iii) and paying costs of issuance of the Bonds, including the premium for any Bond Insurance Policy. The Town Manager, upon the recommendations of the Finance Director and the Financial Advisor, and subject to the above limitations, shall determine the aggregate principal amount of the Bonds to be issued and may determine to issue the Bonds at one time or as needed, such determinations to be evidenced in the Town Manager's Certificate.

B. The Council hereby approves the form of the Bond Purchase Agreement for the purchase of the Bonds by the Underwriters. Upon compliance by the Underwriters with the requirements of Florida Statutes, Section 218.385, the Mayor and the Town Manager are hereby authorized, subject to (i) the parameters set forth herein, (ii) evidence that the present value of the total debt service savings to accrue to the Town from the issuance of the Bonds is at least 5% of the aggregate debt service on the Refunded Bonds and (iii) the recommendation of the Financial Advisor, to award the Bonds to the Underwriters and, together with the Town Clerk, to execute the Bond Purchase Agreement, in substantially the form presented at the meeting at which this Resolution was considered, subject to such changes, insertions and omissions and such filling-in of blanks therein as may be necessary to evidence the terms of the Bonds and such additional changes as may be approved by the Mayor and the Town Manager, after consultation with Weiss Serota Helfman Cole & Bierman, P.L., Bond Counsel for the Town ("Bond Counsel") and the Town Attorney. The underwriting discount (which does not include original issue discount or costs of issuance) for the Bonds shall be determined by the Mayor and the Town Manager upon the recommendations of the Financial Advisor, but shall not be more than 1.00% of the principal amount of the Bonds. The execution and delivery by the Mayor, the Town Manager and the Town Clerk of the Bond Purchase Agreement for and on behalf of the Town shall be conclusive evidence of the approval of such officers and the Town of any such changes, insertions, omissions or filling-in of blanks.

SECTION 6. Terms, Redemption and Form of Bonds.

A. The Bonds shall be issued as fully registered bonds in denominations of \$5,000 each or any integral multiple thereof and shall be numbered consecutively from 1 upward preceded by the letter "R". Interest on the Bonds shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal of and redemption premium, if any, on the Bonds shall be payable upon presentation and surrender at the designated corporate trust office of the Paying Agent. Interest on the Bonds shall be paid by check or draft drawn upon the Paying Agent and mailed to the Registered Owners of the Bonds at the addresses as they appear on the registration books maintained by the Bond Registrar at the close of business on the 15th day (whether or not a business day) of the month next preceding the interest payment date (the "Record Date"), irrespective of any transfer or exchange of such Bonds subsequent to such Record Date and prior to such interest payment date, unless the Town shall be in default in payment of interest due on such interest payment date; provided, however, that (1) if ownership of Bonds is maintained in a book-entry only system by a securities depository, such payment may be made by automatic funds transfer (wire) to such securities depository or its nominee or (ii) if such Bonds are not maintained in a book-entry only system by a securities depository, upon written request of the Holder of \$1,000,000 or more in principal amount of Bonds, such payments may be made by wire transfer to the bank and bank account specified in writing by such Holder on or prior to the Record Date (such bank being a bank within the continental United States), if such Holder has advanced to the Paying Agent the amount necessary to pay the cost of such wire transfer or authorized the Paying Agent to deduct the cost of such wire transfer from the payment due such Holder. In the event of any default in the payment of interest, such defaulted interest shall be payable to the persons in whose names such Bonds are registered at the close of business on a special record date for the payment of such defaulted interest as established by notice deposited in the U.S. mails, postage prepaid, by the Paying Agent to the Registered Owners of the Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth day (whether or not a business day) preceding the date of mailing.

B. Prior to or at the time of the execution of the Bond Purchase Agreement, the Town Manager shall execute the Town Manager's Certificate, upon the recommendations of Bond Counsel and the Financial Advisor, setting forth certain terms of the Bonds including, but not limited to: the dated date of the Bonds, interest payment dates, interest rates, but not to exceed an aggregate true interest cost rate on the Bonds of 4.50%, maturities, but not later than January 1, 2038, sinking fund installments, if any, and any redemption provisions. The Town Manager's Certificate may also provide for any Bond Insurance Policy to be procured in connection with the issuance of the Bonds, based upon the recommendations of the Financial Advisor, and covenants of the Town in connection therewith, which covenants shall have the same effect as if included in this Resolution.

C. The Bonds shall be executed in the name of the Town by the Mayor and the official seal of the Town shall be imprinted, reproduced or lithographed on the Bonds and attested to by the Town Clerk. The signatures of the Mayor and the Town Clerk on the Bonds may be by facsimile. If any officer whose signature appears on the

Bonds ceases to hold office before the delivery of the Bonds, his signature shall nevertheless be valid and sufficient for all purposes. In addition, any Bond may bear the signature of, or may be signed by, such persons as at the actual time of execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond or the date of delivery thereof such persons may not have been such officers.

Only such of the Bonds as shall have endorsed thereon a certificate of authentication substantially in the form hereinafter set forth in Exhibit "A" hereto, duly manually executed by the Bond Registrar, shall be entitled to any right, benefit or security under this Resolution. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Bond Registrar, and such certificate of the Bond Registrar upon any such Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. The Bond Registrar's certificate of authentication on any Bond shall be deemed to have been duly executed if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time.

D. Except when the Bonds are held in book-entry form, any Bond may be transferred upon the registration books maintained by the Bond Registrar upon delivery thereof to the designated corporate trust office of the Bond Registrar accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Bond Registrar, duly executed by the Bondholder or his attorney-in-fact or legal representative, containing written instructions as to the details of the transfer of such Bond, along with the social security number or federal employer identification number of such transferee. In all cases of a transfer of a Bond, the Bond Registrar shall at the earliest practical time in accordance with the terms hereof enter the transfer of ownership in the registration books and shall deliver in the name of the new transferee or transferees a new fully registered Bond or Bonds of the same maturity and interest rate and of authorized denomination or denominations, for the same aggregate principal amount and payable from the same source of funds. Bonds may be exchanged at the office of the Bond Registrar for a like aggregate principal amount of Bonds, of other authorized denominations of the same maturity and interest rate. The Town and the Bond Registrar may charge the Bondholder for the registration of every transfer or exchange of a Bond an amount sufficient to reimburse them for any tax, fee or any other governmental charge required (other than by the Town) to be paid with respect to the registration of such transfer or exchange, and may require that such amounts be paid before any such new Bond shall be delivered.

The Town, the Bond Registrar, and the Paying Agent may deem and treat the Registered Owner of any Bond as the absolute owner of such Bond for the purpose of receiving payment of the principal thereof and the interest and redemption premium, if any, thereon.

E. If any Bond is mutilated, destroyed, stolen or lost, the Town or its agent may, in its discretion (i) deliver a duplicate replacement Bond, or (ii) pay a Bond that has matured or is about to mature. A mutilated Bond shall be surrendered to and

canceled by the Bond Registrar. The Bondholder must furnish the Town and the Bond Registrar proof of ownership of any destroyed, stolen or lost Bond; post satisfactory indemnity; comply with any reasonable conditions the Town and the Bond Registrar may prescribe; and pay the Town's and the Bond Registrar's reasonable expenses.

Any such duplicate Bond shall constitute an original contractual obligation on the part of the Town whether or not the destroyed, stolen or lost Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights as to lien on, and source of payment of and security for payment from, the funds pledged to the payment of the Bond so mutilated, destroyed, or stolen or lost.

F. The Bonds shall be subject to redemption prior to their maturity at such times and in such manner as may be set forth in the Town Manager's Certificate and the Bond Purchase Agreement, based upon the recommendations of the Financial Advisor. Notice of redemption shall be given by deposit in the U.S. mails of a copy of a redemption notice, postage prepaid, at least thirty (30) and not more than forty-five (45) days before the redemption date to all Registered Owners of the Bonds or portions of the Bonds to be redeemed at their addresses as they appear on the registration books to be maintained in accordance with the provisions hereof. Failure to mail any such notice to a Registered Owner of a Bond, or any defect therein, shall not affect the validity of the proceedings for redemption of any Bond or portion thereof with respect to which no failure or defect occurred.

Such notice shall set forth the date fixed for redemption, the rate of interest borne by each Bond being redeemed, the name and address of the Bond Registrar and Paying Agent, the redemption price to be paid and, if less than all of the Bonds then Outstanding shall be called for redemption, the distinctive numbers and letters, including CUSIP numbers, if any, of such Bonds to be redeemed and, in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Bond is to be redeemed in part only, the notice of redemption which relates to such Bond shall also state that on or after the redemption date, upon surrender of such Bond, a new Bond or Bonds in a principal amount equal to the unredeemed portion of such Bond will be issued.

In the case of an optional redemption, the notice of redemption may state that (1) it is conditioned upon the deposit of moneys with the Paying Agent or with an escrow agent under an escrow deposit agreement, in amounts necessary to effect the redemption, no later than the redemption date or (2) the Town retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described in this paragraph. Any such notice of Conditional Redemption shall be captioned "Conditional Notice of Redemption." Any Conditional Redemption may be rescinded at any time prior to the redemption date if the Town delivers a written direction to the Paying Agent directing the Paying Agent to rescind the redemption notice. The Paying Agent shall give prompt notice of such rescission to the affected Bondholders. Any

Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and neither the rescission nor the failure by the Town to make such moneys available shall constitute an event of default hereunder. The Town shall give immediate notice to each MSIR (as hereinafter defined) and the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain Outstanding.

Any notice mailed as provided in this section shall be conclusively presumed to have been duly given, whether or not the owner of such Bond receives such notice.

In addition to the mailing of the notice described above, each notice of redemption and payment of the redemption price shall meet the requirements set forth in subparagraphs (i) and (ii) below; provided, however, that, notwithstanding any other provision of this Resolution to the contrary, failure to comply with the terms of this paragraph shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as otherwise prescribed above in this Section 6.F.

(i) Each notice of redemption shall be sent at least thirty (30) days before the redemption date by registered or certified mail or overnight delivery service or email to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(ii) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

The Bond Registrar shall not be required to transfer or exchange any Bond after the publication and mailing of a notice of redemption nor during the period of fifteen (15) days next preceding publication and mailing of a notice of redemption.

G. Notice having been given in the manner and under the conditions provided in the first three paragraphs of Section 6.F above, the Bonds or portions of Bonds so called for redemption shall, on the redemption date designated in such notice, become and be due and payable at the redemption price provided for redemption for such Bonds or portions of Bonds on such date. On the date so designated for redemption, moneys for payment of the redemption price being held in separate accounts by the Paying Agent or other Authorized Depository in trust for the Registered Owners of the Bonds or portions thereof to be redeemed, all as provided in this Resolution, interest on the Bonds or portions of Bonds so called for redemption shall cease to accrue, such Bonds and portions of Bonds shall cease to be entitled to any lien, benefit or security under this Resolution and shall be deemed paid hereunder, and the Registered Owners of such Bonds or portions of Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof and, to the

extent provided in the next subsection, to receive Bonds for any unredeemed portions of the Bonds.

H. In case part but not all of an Outstanding fully registered Bond shall be selected for redemption, the Registered Owners thereof shall present and surrender such Bond to the Paying Agent for payment of the principal amount thereof so called for redemption, and the Town shall execute and deliver to or upon the order of such Registered Owner, without charge therefor, for the unredeemed balance of the principal amount of the Bonds so surrendered, a Bond or Bonds fully registered as to principal and interest.

I. Bonds or portions of Bonds that have been duly called for redemption under the provisions hereof, or as to which irrevocable instructions to call for redemption have been given by the Town, and with respect to which amounts (including Government Obligations) sufficient to pay the principal of, redemption premium, if any, and interest to the date fixed for redemption shall be delivered to and held in separate trust accounts by any Authorized Depository or the Paying Agent in trust for the Registered Owners thereof, as provided in this Resolution, shall not be deemed to be Outstanding under the provisions of this Resolution and shall cease to be entitled to any lien, benefit or security under this Resolution, except to receive the payment of the redemption price on or after the designated date of redemption from moneys deposited with or held by the Authorized Depository or Paying Agent, as the case may be, for such redemption of the Bonds and, to the extent provided in the preceding subsection, to receive Bonds for any unredeemed portion of the Bonds.

J. If the date for payment of the principal of, redemption premium, if any, or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the corporate trust office of the Paying Agent is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

K. The text of the Bonds, the authentication certificate to be endorsed thereon and the form of assignment for such Bonds shall be substantially in the form attached hereto as Exhibit "A", with such omissions, insertions and variations as may be necessary or desirable and authorized by this Resolution or as may be approved and made by the officers of the Town executing the same, such execution to be conclusive evidence of such approval, including, without limitation, such changes as may be required for the issuance of uncertificated public obligations.

SECTION 7. Application of Bond Proceeds. The proceeds, including accrued interest and premium, if any, received from the sale of the Bonds shall be applied by the Town, simultaneously with delivery of the Bonds, as follows:

A. Accrued interest, if any, shall be deposited in a separate account designated "Town of Golden Beach 2016 General Obligation Refunding Bonds Debt Service Fund" (the "Debt Service Fund"), which is hereby established with the Paying Agent, who shall apply such moneys to pay interest on the Bonds as the same becomes due.

B. A sufficient amount of Bond proceeds as set forth in a certificate of the Mayor or Town Manager delivered concurrently with the delivery of the Bonds (the "Proceeds Certificate"), together with other legally available moneys of the Town, shall be deposited irrevocably in trust in an escrow deposit trust fund established under the terms and provisions of the Escrow Deposit Agreement and shall be invested in Government Obligations in the manner set forth in the Escrow Deposit Agreement, which investments shall mature at such times and in such amounts as shall be sufficient, together with any cash deposit, to pay the principal of, premium, if applicable, and interest on the Refunded Bonds and the Defeased Bonds as the same mature or are redeemed on their respective redemption dates.

C. A portion of the proceeds of the Bonds as set forth in the Proceeds Certificate shall be deposited in a separate account designated "Town of Golden Beach 2016 General Obligation Refunding Bonds Cost of Issuance Account", which is hereby established with the Town to be held in an Authorized Depository, and shall be disbursed for payment of expenses incurred in issuing the Bonds; provided, however, that any premium for a Bond Insurance Policy may be paid directly to the issuer thereof by the Underwriters from the proceeds of the Bonds.

SECTION 8. Investment of Bond Proceeds and Other Moneys. All proceeds of the Bonds and other moneys held under the provisions of this Resolution may be invested by the Town and, with respect to the Debt Service Fund, shall be invested by the Paying Agent at the direction of the Town Manager or the Finance Director, in such investments as are permitted by applicable law.

SECTION 9. Levy of Ad Valorem Tax; Payment and Pledge. In each Fiscal Year while any of the Bonds are Outstanding there shall be assessed, levied and collected an ad valorem tax, without limitation as to rate or amount, on all taxable property within the corporate limits of the Town (excluding exemptions as provided by applicable law), in addition to all other taxes, sufficient in amount to pay the principal of and interest on the Bonds as the same shall become due.

The tax assessed, levied and collected for the security and payment of the Bonds shall be assessed, levied and collected in the same manner and at the same time as other taxes are assessed, levied and collected and the proceeds of said tax shall be applied solely to the payment of the principal of and interest on the Bonds. On or before each interest or principal payment date for the Bonds, the Town shall transfer to the Paying Agent for deposit in the Debt Service Fund an amount sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds then due and payable and the Paying Agent is hereby authorized and directed to apply such funds to said payment.

The full faith, credit and taxing power of the Town are hereby irrevocably pledged to the punctual payment of the principal of, interest on and redemption premium, if any, with respect to the Bonds as the same shall become due and payable.

The Bondholders shall have a first lien on the taxes pledged hereunder (including the proceeds derived from the sale of tax certificates in the event of a delinquency in such payment of taxes) and the other monies, if any, on deposit in the funds and accounts created hereunder, including all earnings thereon.

The Town will diligently enforce its right to receive tax revenues and will diligently enforce and collect such taxes. The Town will not take any action that will impair or adversely affect its rights to levy, collect and receive said taxes, or impair or adversely affect in any manner the pledge made herein or the rights of the Bondholders.

SECTION 10. Compliance with Tax Requirements. The Town hereby covenants and agrees, for the benefit of the Holders from time to time of the Bonds and the 2008 Bonds, to comply with the requirements applicable to it contained in the Code to the extent necessary to preserve the exclusion of interest on the Bonds and the 2008 Bonds from gross income for federal income tax purposes, and not to take any actions that would affect that exclusion. In furtherance of the foregoing covenant, the Town agrees that it will comply with the provisions of a tax compliance certificate to be prepared by Bond Counsel and executed and delivered on the date of issuance of the Bonds. Specifically, without intending to limit in any way the generality of the foregoing, the Town covenants and agrees as follows:

A. to pay to the United States of America from any legally available funds, at the times required pursuant to Section 148(f) of the Code, the excess of the amount earned on all nonpurpose investments (as defined in Section 148(f)(6) of the Code) over the amount which would have been earned if such non-purpose investments were invested at a rate equal to the yield on the Bonds, plus any income attributable to such excess (the "Rebate Amount"), as further specified in Section 11;

B. to maintain and retain all records pertaining to and to be responsible for making or causing to be made all determinations and calculations of the Rebate Amount and required payments of the Rebate Amount as shall be necessary to comply with the Code, as further specified in Section 11;

C. to refrain from using proceeds from the Bonds in a manner that would cause the Bonds or any of them, to be classified as private activity bonds under Section 141(a) of the Code;

D. to refrain from taking any action that would cause the Bonds or the 2008 Bonds, or any of them, to become arbitrage bonds under Section 148 of the Code;

E. it has not and will not use or permit to be used any portion of the proceeds of the Bonds or the 2008 Bonds, including all investment income earned on such proceeds directly or indirectly, in any trade or business carried on by any person

who is not the Town or a state or political subdivision or instrumentality thereof as those terms are used in Section 103 of the Code (an "Exempt Person");

F. it has not and will not use or permit the use of any portion of the proceeds of the Bonds or the 2008 Bonds, including all investment income earned on such proceeds, directly or indirectly, to make or finance loans to persons who are not Exempt Persons;

G. it has not entered into, and will not enter into, any arrangement with any person or organization (other than an Exempt Person) which provides for such person or organization to manage, operate, or provide services with respect to the property financed with the proceeds of the Bonds or the 2008 Bonds (a "Service Contract"), unless the guidelines set forth in Revenue Procedure 97-13 (or the guidelines set forth in Revenue Procedure 93-19, to the extent applicable, or any new, revised or additional guidelines applicable to Service Contracts) (the "Guidelines"), are satisfied, except to the extent it obtains a private letter ruling from the Internal Revenue Service or an opinion of nationally recognized bond counsel which allows for a variation from the Guidelines;

H. it will not cause the Bonds or the 2008 Bonds to be treated as "federally guaranteed" for purposes of Section 149 of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149 of the Code. For purposes of this paragraph, the Bonds or the 2008 Bonds shall be treated as "federally guaranteed" if (i) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (ii) 5% or more of the proceeds of the Bonds or the 2008 Bonds will be (A) used in making loans the payment of principal or interest with respect to which is to be guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (B) invested directly or indirectly in federally insured deposits or accounts, and (iii) such guarantee is not described in Section 149(b)(3) of the Code; and

I. it will comply with the information reporting requirements of Section 149(e)(2) of the Code.

The Town understands that the foregoing covenants impose continuing obligations on the Town to comply with the requirements of the Code so long as such requirements are applicable.

SECTION 11. Arbitrage Rebate Covenants. There is hereby created and established a fund to be held by the Town, designated the "Town of Golden Beach 2016 General Obligation Refunding Bonds Rebate Account" (the "Rebate Account"). The Rebate Account shall be held by the Town separate and apart from all other funds and accounts held by the Town under this Resolution and from all other moneys of the Town.

Notwithstanding anything in this Resolution to the contrary, the Town shall transfer to the Rebate Account the Rebate Amount in order to comply with the Rebate Covenants attached as an exhibit to the tax compliance certificate to be delivered by the Town on the date of delivery of the Bonds (the "Rebate Covenants"), when such amounts are so required to be transferred. The Finance Director shall make or cause to be made payments from the Rebate Account of the Rebate Amount to the United States of America in the amounts and at the times required by the Rebate Covenants. The Town covenants for the benefit of the Owners of the Bonds that it will comply with the Rebate Covenants. The Rebate Account, together with all moneys and securities from time to time held therein and all investment earnings derived therefrom, shall be excluded from the pledge and lien of this Resolution. The Town shall not be required to comply with the requirements of this Section 11 in the event that the Town obtains an opinion of nationally recognized bond counsel that (i) such compliance is not required in order to maintain the federal income tax exemption of interest on the Bonds and/or (ii) compliance with some other requirement is necessary to maintain the federal income tax exemption of interest on the Bonds or is a permissible substitute for any deleted requirement.

SECTION 12. Appointment of Escrow Agent; Execution of Escrow Deposit Agreement.

A. Branch Banking and Trust Company is hereby appointed the Escrow Agent under the Escrow Deposit Agreement.

B. The Mayor and the Town Manager are each hereby authorized, together with the Town Clerk, to execute the Escrow Deposit Agreement, in substantially the form attached hereto as Exhibit "C", subject to such changes, insertions and omissions and such filling-in of blanks therein as may be necessary to evidence the terms of the Bonds and such additional changes as may be approved by the Mayor or the Town Manager, after consultation with Bond Counsel and the Town Attorney. The execution and delivery by the Mayor or the Town Manager, and the Town Clerk, of the Escrow Deposit Agreement for and on behalf of the Town shall be conclusive evidence of the approval of such officers and the Town of any such changes, insertions, omissions or filling-in of blanks.

SECTION 13. Appointment of Bond Registrar and Paying Agent.

A. Branch Banking and Trust Company is hereby appointed the Bond Registrar and Paying Agent for the Bonds. The Mayor and the Town Manager, after consultation with the Town Attorney and Bond Counsel, are each hereby authorized to enter into any necessary agreements in connection with the appointment of the Bond Registrar and Paying Agent.

B. The recitals of facts contained herein and in the Bonds shall be taken as the statements of the Town and neither the Bond Registrar nor the Paying Agent assumes any responsibility for the correctness of the same. Neither the Bond Registrar nor the Paying Agent makes any representation as to the validity or

sufficiency of this Resolution or of any Bonds issued hereunder or as to the security afforded by this Resolution, and neither shall incur any liability in respect thereof. The Bond Registrar shall, however, be responsible for its representation contained in its certificate of authentication of the Bonds. The Paying Agent shall be entitled to rely upon the directions of the Town Manager or the Finance Director in the investment of proceeds of the Bonds and other moneys under this Resolution and neither the Bond Registrar nor the Paying Agent shall be responsible with respect to the application of money paid by it in accordance with the provisions of this Resolution. Neither the Bond Registrar nor the Paying Agent shall be under any obligation or duty to take any action constituting enforcement of the covenants of the Town under this Resolution, which would involve it in expense or liability, or to institute or defend any suit in respect thereof, or to advance any of its own moneys, unless properly indemnified. Neither the Bond Registrar nor the Paying Agent shall be liable in connection with the performance of its duties hereunder except for its own negligence, misconduct or default.

C. The Town shall agree to pay the Bond Registrar and the Paying Agent reasonable compensation for all services rendered by each of them under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution.

SECTION 14. Preliminary Official Statement; Official Statement. The use of a Preliminary Official Statement in connection with the marketing of the Bonds is hereby authorized. The Preliminary Official Statement in substantially the form attached hereto as Exhibit "D" is hereby approved with such changes, insertions and omissions and such filling-in of blanks therein as may be approved by the Mayor or the Town Manager, after consultation with Weiss Serota Helfman Cole & Bierman, P.L., Disclosure Counsel for the Town ("Disclosure Counsel") and the Town Attorney. The Mayor and the Town Manager are each hereby authorized to approve and execute, on behalf of the Town, an Official Statement relating to the Bonds dated the date of the sale of the Bonds to the Underwriters, substantially in the form of the Preliminary Official Statement, with such changes from the Preliminary Official Statement as the Mayor or the Town Manager, after consultation with Disclosure Counsel, Bond Counsel and the Town Attorney, may approve, such execution to be conclusive evidence of such approval. The Mayor or the Town Manager, after consultation with Disclosure Counsel, Bond Counsel and the Town Attorney, is each hereby authorized to deem the Preliminary Official Statement final for the purposes of Rule 15c2-12 of the Securities and Exchange Council (the "Rule") and to execute a written certificate evidencing the same.

SECTION 15. Continuing Disclosure.

(a) The Town covenants and agrees, in accordance with the provisions of, and to the degree necessary to comply with, the Rule, to provide or cause to be provided for the benefit of the beneficial owners of the Bonds (the "Beneficial Owners") to the Municipal Securities Rulemaking Board ("MSRB") in an electronic format prescribed by the MSRB (currently through its Electronic Municipal Market Access

("EMMA") web portal) and such other municipal securities information repository as hereafter may be required by law or applicable legislation from time to time (each such information repository, a "MSIR"), the following annual financial information (the "Annual Information"), commencing with the Fiscal Year ended September 30, 2016:

(1) Updates of the information in the Official Statement pertaining to the Town in the tables titled "ASSESSED VALUE AND ESTIMATED VALUE OF TAXABLE PROPERTY", "PROPERTY TAX RATES, DIRECT AND OVERLAPPING GOVERNMENTS", and "PROPERTY TAX LEVIES AND COLLECTIONS", in a form which is generally consistent with the presentation of such information in the Official Statement, to the extent not included in the audited financial statements of the Town referred to in (2) below.

(2) Audited financial statements with respect to the Town utilizing generally accepted accounting principles to local governments.

(3) Disclosure of any material litigation that would have been disclosed in the Official Statement if it had been pending as of the date of the Official Statement.

The information in paragraphs (1) and (2) above is expected to be available on or prior to July 1 of each year for the preceding Fiscal Year, commencing July 1, 2017. The financial statements referred to in clause (2) above are expected to be available separately from the information in clause (1) above and shall be provided by the Town as soon as practical after acceptance of such statements from the auditors by the Town. If not available by July 1 after the end of the Fiscal Year, unaudited information will be provided in accordance with the time frame set forth above and audited financial statements will be provided as soon after such time as they become available.

(b) The Town agrees to provide or cause to be provided to each MSIR and to the MSRB via EMMA, in the appropriate format required by law or applicable regulation, in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or

determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

- (7) modifications to rights of Bondholders or Beneficial Owners of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of any property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Town (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Town in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Town, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Town);
- (13) the consummation of a merger, consolidation, or acquisition involving the Town or the sale of all or substantially all of the assets of the Town, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) the appointment of a successor or additional trustee or paying agent or the change of name of a trustee or paying agent, if material.

(c) The Town also agrees to provide or cause to be provided, in a timely manner, to the MSRB via EMMA and each MSIR, in the appropriate format required by law or applicable regulation, notice of its failure to provide the Annual Information with respect to itself on or prior to July 1 following the end of the preceding Fiscal Year.

(d) The obligations of the Town under this Section shall remain in effect only so long as the Bonds are Outstanding. The Town reserves the right to terminate its obligations to provide the Annual Information and notices of material events, as set forth

above, if and when the Town no longer remains an “obligated person” with respect to the Bonds within the meaning of the Rule.

(e) The Town agrees that its undertaking pursuant to the Rule set forth in this Section 15 is intended to be for the benefit of the Beneficial Owners of the Bonds and shall be enforceable by such Beneficial Owners if the Town fails to cure a breach within a reasonable time after receipt of written notice from a Beneficial Owner that a breach exists; provided that any such Beneficial Owner’s right to enforce the provisions of this undertaking shall be on behalf of all Beneficial Owners and shall be limited to a right to obtain specific performance of the Town’s obligations under this Section in a federal or state court located within the Miami-Dade County and any failure by the Town to comply with the provisions of this undertaking shall not be a default with respect to the Bonds.

(f) Notwithstanding the foregoing, each MSIR to which information shall be provided shall include each MSIR approved by the Securities and Exchange Council prior to the issuance of the Bonds. In the event that the Securities and Exchange Council approves any additional MSIRs after the date of issuance of the Bonds, the Town shall, if the Town is notified of such additional MSIRs, provide such information to the additional MSIRs. Failure to provide information to any new MSIR whose status as a MSIR is unknown to the Town shall not constitute a breach of this covenant.

(g) The requirements of subsection (a) above do not necessitate the preparation of any separate annual report addressing only the Bonds. The requirements of subsection (a) may be met by the filing of an annual information statement or the Town’s Comprehensive Annual Financial Report, if any, provided such report includes all of the required Annual Information and is available for each Fiscal Year on or prior to July 1 of each year for the preceding Fiscal Year. Additionally, the Town may incorporate any information in any prior filing with each MSIR, or included in any final official statement of the Town, provided such final official statement is filed with the MSRB via EMMA.

(h) The Town reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Town; provided that the Town agrees that any such modification will be done in a manner consistent with the Rule.

(i) Except to cure any ambiguity, inconsistency or formal defect or omission in the provisions of this Section 15, the Town’s covenants as to continuing disclosure (the “Covenants”) may only be amended if:

- (1) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the Town or type of business conducted; the Covenants, as amended, would have complied with the requirements of the Rule at the time of award of the Bonds, after taking into account any amendments or change in circumstances; and the amendment does not

materially impair the interests of the Beneficial Owners, as determined by Disclosure Counsel, Bond Counsel or other independent counsel knowledgeable in the area of federal securities laws and regulations; or

- (2) all or any part of the Rule, as interpreted by the staff of the Securities and Exchange Council at the date of the adoption of this Resolution, ceases to be in effect for any reason, and the Town elects that the covenants shall be deemed amended accordingly.

(j) Any assertion of beneficial ownership must be filed with the Town, along with full documentary support, as part of the written request described above.

(k) The Council further authorizes and directs the Town Manager or the Finance Director to cause all other agreements to be made or action to be taken as required in connection with meeting the Town's obligations as to the Covenants, including entering into an agreement with a dissemination agent to provide continuing disclosure services to the Town. The Town Manager or the Finance Director shall further be authorized to make such additions, deletions and modifications to the Covenants as he or she shall deem necessary or desirable after consultation with the Town Attorney, Bond Counsel and Disclosure Counsel.

SECTION 16. Bond Insurance Policy. The Town Manager may, after consultation with the Financial Advisor, Bond Counsel and the Town Attorney, provide in the Town Manager's Certificate or by separate agreement covenants for the benefit of the provider of a Bond Insurance Policy, which covenants shall have the same effect as if included in this Resolution. The provider of any Bond Insurance Policy shall, so long as it has not defaulted in its obligations thereunder, be entitled to exercise all rights granted the Bondholders (i) in the event of a default by the Town hereunder or (ii) subject to the provisions of Section 18 hereof, in connection with the modification or amendment of this Resolution, in lieu of the Bondholders whose Bonds are insured by the Bond Insurance Policy.

SECTION 17. Further Authorizations. The Mayor, the Town Manager, the Finance Director, the Town Attorney and the Town Clerk, or any of them and such other officers and employees of the Town as may be designated by the Mayor or the Town Manager are each designated as agents of the Town in connection with the issuance and delivery of the Bonds and are authorized and empowered, collectively or individually, to take all actions and steps and to execute all instruments, documents, tax returns and contracts on behalf of the Town, including, but not limited to, the procurement of the Bond Insurance Policy, that are necessary or desirable in connection with the execution and delivery of the Bonds, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution or any action relating to the Bonds heretofore taken by the Town. Such officers and those so designated are hereby charged with the responsibility for the issuance of the Bonds.

SECTION 18. Modification or Amendment. After the issuance of the Bonds, no modification or amendment of this Resolution or of any resolution amendatory hereof or supplemental hereto materially adverse to the Bondholders may be made without the consent in writing of the Registered Owners of not less than a majority in aggregate principal amount of the Outstanding Bonds, but no modification or amendment shall permit a change (a) in the maturity of the Bonds or a reduction in the rate of interest thereon, (b) in the amount of the principal obligation of any Bond, (c) that would affect the unconditional promise of the Town to levy and collect ad valorem taxes as herein provided, or (d) that would reduce such percentage of Registered Owners of the Bonds required above for such modifications or amendments, without the consent of all of the Bondholders. For the purpose of Bondholders' voting rights or consents, (i) the Bonds owned by or held for the account of the Town, directly or indirectly, shall not be counted and (ii) the provider of any Bond Insurance Policy shall, so long as it has not defaulted in its obligations thereunder, be deemed the owner of all the Bonds insured by such Bond Insurance Policy in lieu of the Bondholders, except that with respect to modifications or amendments described in clauses (a) through (d) above, the consent of all the Bondholders shall still be required.

SECTION 19. Defeasance and Release. If, at any time after the date of issuance of the Bonds (a) all Bonds secured hereby or any maturity thereof shall have become due and payable in accordance with their terms or otherwise as provided in this Resolution, or shall have been duly called for redemption, or the Town shall have given irrevocable instructions directing the payment of the principal of, redemption premium, if any, and interest on such Bonds at maturity or at any earlier redemption date scheduled by the Town, or any combination thereof, (b) the full amount of the principal, redemption premium, if any, and the interest so due and payable upon all of such Bonds then Outstanding or any portion of such Bonds, at maturity or upon redemption, shall be paid, or sufficient moneys or Government Obligations which are not callable prior to maturity and which mature not later than the maturity or redemption dates of such principal, redemption premium, if any, and interest, which, together with the income realized on such investments, shall be sufficient (which sufficiency shall be verified by an independent certified public accountant selected by the Town) to pay all such principal, redemption premium, if any, and interest on said Bonds at the maturity thereof or the date upon which such Bonds are to be called for redemption prior to maturity, shall be held by an Authorized Depository or the Paying Agent in irrevocable trust for the benefit of such Bondholders (whether or not in any accounts created hereby), and (c) provision shall also be made for paying all other sums payable hereunder by the Town, including compensation due the Bond Registrar and the Paying Agent, then and in that case such Bonds shall be deemed paid, satisfied and discharged and the right, title and interest of such Bondholders hereunder shall thereupon cease, terminate and become void; otherwise, this Resolution shall be, continue and remain in full force and effect. Notwithstanding anything in this Section 19 to the contrary, however, the obligations of the Town under Section 10A and 10B hereof shall remain in full force and effect until such time as such obligations are fully satisfied.

Notwithstanding the foregoing, all references to the discharge and satisfaction of Bonds shall include the discharge and satisfaction of any portion of the Bonds, and in

such case, this Resolution shall continue and remain in full force and effect with respect to the Bonds which have not be discharged and satisfied

SECTION 20. Defaults and Remedies. The following events shall each constitute an event of default under this Resolution and the Bonds:

(a) failure to pay the principal of or interest or redemption premium, if any, on the Bonds as and when the same shall become due and payable;

(b) the dissolution or liquidation of the Town, or the filing by the Town of a voluntary petition in bankruptcy, or the commission by the Town of any act of bankruptcy, or adjudication of the Town as a bankrupt, or assignment by the Town for the benefit of its creditors, or appointment of a receiver for the Town, or the entry by the Town into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Town in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may be in effect or hereafter enacted;

(c) the Town shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the Town to be performed, and such default shall continue for a period of thirty (30) days after written notice from the Bondholders of not less than twenty-five per cent (25%) of the aggregate principal amount of the Bonds then Outstanding; or

(d) any material representation or warranty made by the Town in connection with the sale or issuance of the Bonds, including without limitation those made in the Bond Purchase Agreement, the Preliminary Official Statement and the Official Statement, shall be discovered to have been false when made.

The Bondholders may, during the continuance of such an event of default, either at law or in equity, by suit, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State of Florida, or granted or contained in the Bonds or this Resolution, and may enforce and compel the performance of all duties required by this Resolution and the Bonds or by any applicable statute to be performed by the Town or any officer thereof.

SECTION 21. Severability. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the Bonds issued hereunder.

SECTION 22. No Third Party Beneficiaries. Except as herein otherwise expressly provided, nothing in this Resolution expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the Town, the Registered Owners of the Bonds, the provider of any Bond Insurance Policy, the Underwriters, the Escrow Agent, the Bond Registrar and the Paying Agent, any right, remedy or claim, legal or equitable, under or by reason of this Resolution or any provision hereof, this Resolution and all its provisions being intended to be and being for the sole and exclusive benefit of the Town, the Registered Owners from time to time of the Bonds, the provider of any Bond Insurance Policy, the Underwriters, the Escrow Agent, the Bond Registrar and the Paying Agent.

SECTION 23. Controlling Law; Members of Council or Town Not Liable. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida and all covenants, stipulations, obligations and agreements of the Town contained herein shall be deemed to be covenants, stipulations, obligations and agreements of the Town to the full extent authorized by the Act. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent, attorney, independent contractor or employee of the Council or the Town in his individual capacity, and neither the members of the Council nor any official executing the Bonds shall be liable personally on the Bonds or this Resolution or shall be subject to any personal liability or accountability by reason of the issuance or the execution by the Council or such members thereof.

SECTION 24. Qualification for The Depository Trust Company. There is hereby established a system of book-entry only, uncertificated registration with respect to the Bonds, as permitted by Chapter 279, Florida Statutes. The system shall be as described in the Official Statement.

The Town reserves the right to amend, discontinue or reinstitute this system from time to time, subject to the covenants with the beneficial owners of the Bonds.

Neither the Town nor the Bond Registrar shall be liable for the failure of the depository of the Bonds to perform its obligations as described in the Official Statement, nor for the failure of any participant in the system maintained by the depository to perform any obligation the participant may incur to a beneficial Owner of any Bond.

The Town, the Bond Registrar and the Paying Agent are hereby authorized to take such actions as may be necessary to qualify the Bonds for deposit with DTC, including but not limited to those actions as may be set forth in a letter agreement entered into by and between the Town and DTC, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book-entry data received from DTC in place of actual delivery of Bonds and provisions of notices with respect to Bonds registered by DTC (or any of its designees identified to the Town, the Bond Registrar or the Paying Agent) by overnight delivery, courier service, telegram, email or other similar means of communication. The Mayor, the Town Manager and the Finance

Director are each hereby authorized to execute and deliver any necessary agreement or other documents with DTC on behalf of the Town.

SECTION 25. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

SECTION 26. Severability. In case any one or more of the provisions of this Resolution or of any Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Bonds, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The Bonds are issued and this Resolution is adopted with the intent that the laws of the State shall govern their construction.

SECTION 27. Repealing Clause. All resolutions or parts thereof in conflict herewith, to the extent of such conflicts, are hereby superseded and repealed.

The Motion to adopt the foregoing Resolution was offered by _____,
seconded by _____ and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Kenneth Bernstein	_____
Councilmember Amy Isackson-Rojas	_____
Councilmember Judy Lusskin	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida this 15th day of November, 2016.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

EXHIBIT “A”

Form of Bond

No. R-_____

\$_____

UNITED STATES OF AMERICA
STATE OF FLORIDA
TOWN OF GOLDEN BEACH, FLORIDA
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016

Maturity Date

Interest Rate

Dated Date

CUSIP No.

Registered Owner:

Principal Amount:

Dollars

The Town of Golden Beach, Florida (hereinafter called the “Town”), for value received, hereby promises to pay to the Registered Owner identified above, or its registered assigns or legal representatives, to the extent and from the sources provided therefor, as described herein, on the Maturity Date identified above (or earlier as hereinafter provided), the Principal Amount identified above, upon presentation and surrender hereof at the designated corporate trust office of Branch Banking and Trust Company, in Wilson, North Carolina, as the Paying Agent for the Bonds (the “Paying Agent”) or any successor Paying Agent appointed by the Town pursuant to the Resolution hereinafter referred to, and to pay, to the extent and from the sources herein described, interest on the principal sum from the date hereof, or from the most recent interest payment date to which interest has been paid, at the Interest Rate per annum identified above, until payment of the Principal Amount, or until provision for the payment thereof has been duly provided for, such interest being payable semiannually on the first day of January and the first day of July of each year, commencing on January 1, 2017. Interest will be paid by check or draft mailed to the Registered Owner hereof at his address as it appears on the registration books of the Town maintained by Branch Banking and Trust Company, as the Bond Registrar for the Bonds (the “Bond Registrar”), at the close of business on the fifteenth (15th) day (whether or not a business day) of the month next preceding the interest payment date (the “Record Date”), irrespective of any transfer or exchange of such Bond subsequent to each Record Date and prior to such interest payment date, unless the Town shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date for the payment of such defaulted interest as established by notice by deposit in the U.S. mails, postage prepaid, by the Bond Registrar to the Registered Owners of Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth (5th) day (whether or not a business day) preceding the date of mailing. The principal of and the interest on this Bond are payable in any

coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public or private debts.

Interest on the Bonds shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

This Bond is one of an authorized issue of bonds in the aggregate principal amount of \$_____ (the "Bonds") of like date, tenor and effect, except as to number, maturity, interest rate, and initial CUSIP number, issued to refund and defease substantially all of the Town's outstanding \$14,445,000 General Obligation Bonds, Series 2008 and pay costs of issuance of the Bonds, pursuant to the authority of and in full compliance with the Constitution and laws of the State of Florida, including particularly Article VII, Section 12 of the Constitution, Chapter 166, Florida Statutes, as amended, Sections 132.33 through 132.47, Florida Statutes, as amended, the Town of Golden Beach Charter, and Resolution No. _____ adopted by the Town on _____, 2016 (the "Resolution") and other applicable provisions of law. This Bond is subject to all the terms and conditions of the Resolution, and capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Resolution.

The full faith, credit and taxing power of the Town are pledged to the punctual payment of the principal of and interest on the Bonds, as the same shall become due and payable. Reference is made to the Resolution for the provisions, among others, relating to the terms and security for the Bonds, the custody and application of the proceeds of the Bonds, the rights and remedies of the Holders of the Bonds, and the extent of and limitations on the Town's rights, duties and obligations, to all of which provisions the Registered Owner hereof assents by acceptance hereof.

The Bonds maturing on January 1, 20__ are subject to mandatory redemption prior to maturity, in part and selected by lot, at a redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date, on the following dates and in the following principal amounts:

Date

Principal Amount

\$

*

* Maturity.

The Bonds maturing on or after January 1, __ are subject to redemption prior to their maturity, at the option of the Town on or after January 1, 20__, as a whole or in part at any time, and if in part as selected by the Town among maturities and by lot within a maturity if less than an entire maturity is to be redeemed, at a redemption price of 100% of the principal amount thereof plus accrued interest from the most recent interest payment date to the redemption date.

Notice of call for redemption is to be given by mailing a copy of the redemption notice by U.S. mail at least thirty (30) but not more than forty-five (45) days prior to the date fixed for

redemption to the Registered Owner of each Bond to be redeemed at the address shown on the registration books maintained by the Bond Registrar, or any successor Bond Registrar appointed by the Town pursuant to the Resolution. Failure to give such notice by mailing to any Bondholder, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bond or portion thereof with respect to which no such failure or defect has occurred. All such Bonds called for redemption and for the retirement of which funds are duly provided will cease to bear interest on such redemption date.

The Resolution authorizes the Town to give a conditional notice of optional redemption pursuant to which the Town retains the right to rescind such notice on or prior to the scheduled redemption date upon the occurrence or non-occurrence of a particular event as described in such conditional notice of redemption and as further described in the Resolution.

This Bond may be transferred upon the registration books of the Town upon delivery thereof to the designated corporate trust office of the Bond Registrar accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Bond Registrar, duly executed by the Registered Owner of this Bond or by his attorney-in-fact or legal representative, containing written instructions as to the details of transfer of this Bond, along with the social security number or federal employer identification number of such transferee. In all cases of a transfer of a Bond, the Bond Registrar shall at the earliest practical time in accordance with the provisions of the Resolution enter the transfer of ownership in the registration books and shall deliver in the name of the new transferee or transferees a new fully registered Bond or Bonds of the same maturity and of authorized denomination or denominations, for the same aggregate principal amount and interest rate and payable from the same source of funds. Bonds may be exchanged at the office of the Bond Registrar for a like aggregate principal amount of Bonds, of authorized denominations of the same maturity. The Town and the Bond Registrar may charge the owner of such Bond for the registration of every transfer or exchange of a Bond an amount sufficient to reimburse them for any tax, fee or any other governmental charge required (other than by the Town) to be paid with respect to the registration of such transfer or exchange, and may require that such amounts be paid before any such new Bond shall be delivered.

If the date for payment of the principal of, redemption premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the corporate trust office of the Paying Agent is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

It is hereby certified and recited that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of the State of Florida and the Resolution; that all acts, conditions and things required to exist, to happen, and to be performed precedent to the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida and the Resolution applicable hereto; that the issuance of the Bonds of this issue does not violate any constitutional or statutory limitation or provision; that due provision has been made for the levy and collection of an annual tax, without limitation as to rate or amount, upon all taxable property within the

corporate limits of the Town (excluding exemptions as provided by applicable law), in addition to all other taxes, sufficient to pay the principal of and interest on the Bonds as the same shall become due and payable, which tax shall be assessed, levied and collected at the same time and in the same manner as other taxes are assessed, levied and collected within the corporate limits of the Town; and that the full faith, credit and taxing power of the Town are pledged to the punctual payment of the principal of and interest, and redemption premium, if any, on the Bonds, as the same shall become due and payable.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication endorsed hereon shall have been manually signed by the Bond Registrar.

This Bond is and has all the qualities and incidents of, an investment security under the Uniform Commercial Code-Investment Securities Law of the State of Florida.

IN WITNESS WHEREOF, the Town of Golden Beach, Florida, has issued this Bond and has caused the same to be signed by its Mayor and attested by its Town Clerk, either manually or with their facsimile signatures, and its seal to be affixed hereto or a facsimile of its seal to be reproduced hereon, all as of the Dated Date stated above.

TOWN OF GOLDEN BEACH, FLORIDA

(SEAL)

By: _____
Mayor

ATTESTED:

By: _____
Town Clerk

CERTIFICATE OF AUTHENTICATION OF BOND REGISTRAR

This Bond is one of the Bonds designated in and executed under the provisions of the within mentioned Resolution.

Branch Banking and Trust Company,
as Bond Registrar

By: _____
Authorized Signatory

Date of Authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned _____ (the "Transferor") hereby sells, assigns and transfers unto _____ (the "Transferee") (PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF TRANSFEREE) _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ as attorney to register the transfer of the within Bond on the books kept for registration and registration of transfer thereof, with full power of substitution in the premises.

Date:

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or a trust company

NOTICE: No transfer will be registered and no new Bond will be issued in the name of the Transferee, unless the signature(s) to this assignment corresponds with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -	as tenants in common	UNIF GIF MIN ACT - _____, (Cust.)
		Custodian for _____, (Minor)
TEN ENT -	as tenants by the entirety	under Uniform Gifts to Minors Act of _____. (State)
JT TEN -	as joint tenants with right of survivorship and not as tenants in common	

Additional abbreviations may also be used though not in the list above.

[insert Statement of Insurance, if applicable]

EXHIBIT “B”

Form of Bond Purchase Agreement

\$ _____
TOWN OF GOLDEN BEACH, FLORIDA
General Obligation Refunding Bonds,
Series 2016

BOND PURCHASE AGREEMENT

_____, 2016

Mayor and Town Council of
the Town of Golden Beach
1 Golden Beach Drive
Golden Beach, Florida 33160

Ladies and Gentlemen:

The undersigned, Raymond James & Associates, Inc. (the "Representative"), acting on its own behalf and on behalf of Stifel, Nicolaus & Company, Inc. (collectively, the "Underwriters") offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the Town of Golden Beach, Florida (the "Issuer"), subject to written acceptance hereof by the Issuer and delivery thereof to the Underwriters at or before ____ [a.m./p.m.], New York time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to the Issuer at any time prior to the receipt by the Underwriters of the acceptance hereof by the Issuer.

1. Purchase and Sale. Upon the terms and conditions and in reliance on the representations, warranties, covenants and agreements set forth herein, the Underwriters hereby agree to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriters, all (but not less than all) of the \$_____ aggregate principal amount of the Town of Golden Beach, Florida General Obligation Refunding Bonds, Series 2016 (the "Series 2016 Bonds"). The Series 2016 Bonds shall be dated as of the date of their delivery, and shall be payable in the years and principal amounts, bear such rates of interest and be subject to redemption, all as set forth in Exhibit A attached hereto. Interest on the Series 2016 Bonds is payable semi-annually on January 1 and July 1 of each year commencing January 1, 2017. The purchase price for the Series 2016 Bonds shall be \$_____ (representing the par amount of the Series 2016 Bonds of \$_____ [plus a net original issue premium/less a net original discount] of \$_____ and less an Underwriter's discount of \$_____).

The disclosure statement required by Section 218.385, Florida Statutes, is attached hereto as Exhibit B.

The Series 2016 Bonds are issued pursuant and in full compliance with the Charter of the Issuer, the Constitution and laws of the State of Florida, particularly Chapter 166, Florida Statutes, the Charter of the Issuer and other applicable provisions of law (collectively, the "Act"), and pursuant to a bond referendum of the Issuer held pursuant to Resolution No. 1854.07 adopted by the Town Council of the Issuer (the "Town Council") on July 17, 2007, and pursuant to Resolution No. _____ adopted by the Town Council on _____, 2016 (the "Bond Resolution"). Terms used herein in capitalized form that are not otherwise defined herein shall have the same meanings as in the Bond Resolution.

The Series 2016 Bonds are being issued for the purpose of (i) refunding the Issuer's outstanding \$14,445,000 General Obligation Bonds, Series 2008 (the "2008 Bonds") other than the 2008 Bonds maturing on January 1, 2017 and January 1, 2018 (the 2008 Bonds being refunded are referred to as the "Refunded Bonds"), (ii) defeasing the 2008 Bonds maturing on January 1, 2018 (the "Defeased Bonds") and (iii) paying the costs of issuance of the Series 2016 Bonds.

2. Delivery of Official Statement and Other Documents.

(a) Prior to the date hereof, the Issuer has provided to the Underwriters for its review the Preliminary Official Statement dated _____, 2016 that the Issuer deemed "final" (as defined in Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12" or the "Rule") as of its date (the "Preliminary Official Statement"), except for certain permitted omissions (the "Permitted Omissions"), as contemplated by the Rule in connection with the pricing of the Series 2016 Bonds. The Underwriters have reviewed the Preliminary Official Statement prior to the execution of this Purchase Agreement but the Underwriters are not responsible for the accuracy or completeness of the information therein. The Issuer hereby confirms that the Preliminary Official Statement was "final" (as defined in the Rule) as of its date, except for the Permitted Omissions.

(b) The Issuer shall deliver, or cause to be delivered, at its expense, to the Underwriters within seven business days after the date hereof or within such shorter period as may be requested by the Underwriters, and at least three business days prior to the date the Series 2016 Bonds are delivered to the Underwriters, or within such other period as may be prescribed by the Municipal Securities Rulemaking Board ("MSRB") in order to accompany any confirmation that requests payment from any customer (i) sufficient copies of the final Official Statement, as supplemented, if applicable (the "Official Statement") to enable the Underwriters to fulfill their obligations pursuant to the securities laws of the State of Florida (the "State") and the United States, in form and substance satisfactory to the Underwriters, and (ii) an executed original counterpart or certified copy of the Official Statement and the Bond Resolution. In determining whether the number of copies to be delivered by the Issuer is reasonably necessary, at a minimum, the number shall be sufficient to enable the Underwriters to comply with the requirements of Rule 15c2-12, all applicable rules of the MSRB, and to fulfill their duties and responsibilities under State and federal securities laws generally.

The Issuer authorizes, or ratifies as the case may be, the use and distribution of the Preliminary Official Statement and the Official Statement in connection with the public offering and sale of the Series 2016 Bonds.

(c) From the date hereof until the earlier of (i) ninety days from the "end of the underwriting period" (as defined in the Rule), or (ii) the time when the Official Statement is available to any person from the MSRB (but in no case less than 25 days following the end of the underwriting period), if any event occurs which may make it necessary to amend or supplement the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriters and if, in the reasonable opinion of the Issuer or the reasonable opinion of the Underwriters, such event requires the preparation and publication of an amendment or supplement to the Official Statement, the Issuer, at its expense, promptly will prepare an appropriate amendment or supplement thereto (and file or cause to be filed with the MSRB and mail such amendment or

supplement to each record owner of Series 2016 Bonds) so that the statements in the Official Statement as so amended or supplemented will not, in light of the circumstances under which they were made, be misleading, in a form and in a manner reasonably approved by the Underwriters. The Issuer will promptly notify the Underwriters of the occurrence of any event of which it has knowledge, which, in its opinion, is an event described in the preceding sentence. The amendments or supplements that may be authorized for use with respect to the Series 2016 Bonds are hereinafter included within the term "Official Statement." Unless the Underwriters otherwise notify the Issuer in writing, the Underwriters agree that the "end of the underwriting period" for purposes of Rule 15c2-12 shall be the date of the hereinafter defined Closing.

3. Authority of the Representative. The Representative, on behalf of the Underwriters, has been duly authorized to execute this Purchase Agreement. The Representative represents to the Issuer that as of the date hereof neither the Underwriters nor any "affiliate" of the Underwriters are on the "convicted vendor list," or have been on the "convicted vendor list" during the preceding 36 months and not removed from the "convicted vendor list" pursuant to Section 287.133(3)(f), Florida Statutes. If between the date hereof and the Closing, the foregoing representation shall become untrue, the Underwriters shall notify the Issuer of such fact in writing on or before the Closing.

4. Public Offering. The Underwriters agree to make a bona fide offering to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of Underwriters or wholesalers) of all of the Series 2016 Bonds at not in excess of the initial public offering price or prices (or not below the yields) set forth on Exhibit A hereto. If such public offering does not result in the sale of all the Series 2016 Bonds, the Series 2016 Bonds may be offered and sold to certain dealers (including dealers depositing such Series 2016 Bonds into investment trusts) at prices lower than such public offering prices, and such public offering prices may be changed, from time to time, by the Underwriters.

At the Closing (as such term is hereinafter defined), the Underwriters shall deliver to the Issuer a certificate in the form of Exhibit D hereto.

The Issuer hereby authorizes the Underwriters to use the forms or copies of the Bond Resolution and the Official Statement and the information contained therein in connection with the public offering and sale of the Series 2016 Bonds and ratifies and confirms its authorization of the distribution and use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with such public offering and sale.

5. Security Deposit. The Underwriters have delivered herewith to the Issuer a corporate check for _____ dollars, equal to 1% of the estimated par amount of the Series 2016 Bonds listed in the Preliminary Official Statement, payable to the order of the Issuer as a good faith deposit (the "Good Faith Deposit"). In the event that the Issuer does not accept this offer, such Good Faith Deposit shall be immediately returned to the Underwriters. If the offer made hereby is accepted, the Issuer agrees to hold the Good Faith Deposit uncashed as security for the performance by the Underwriters of its obligation to accept and pay for the Series 2016 Bonds at the Closing. In the event of the Issuer's failure to deliver the Series 2016 Bonds at the Closing, or if the Issuer shall be unable to satisfy the conditions of Closing contained herein, or if the obligations of the Underwriters shall be terminated for any reason permitted by this Purchase Agreement (other than resulting from a failure to deliver the certificate required by Paragraph 4 hereof), such Good Faith Deposit shall be immediately returned to the Underwriters and such return shall constitute a full release and discharge of all claims by the Underwriters arising out of

the transactions contemplated hereby. In the event that the (i) Underwriters fail (other than for a reason permitted hereunder and other than for failure to deliver the certificate required in Paragraph 4 hereof) to accept and pay for the Series 2016 Bonds at the Closing (as hereinafter defined), or (ii) if this Purchase Agreement is terminated because of the failure of the Underwriters to deliver the certificate required by Paragraph 4 hereof (other than as provided in (i)), such Good Faith Deposit shall be retained by the Issuer as and for full liquidated damages for such failure and for any defaults hereunder on the part of the Underwriters and such retention shall constitute a full release and discharge of all claims by the Issuer against the Underwriters arising out of the transactions contemplated hereby.

6. Issuer Representations, Warranties, Covenants and Agreements. The Issuer represents and warrants to and covenants and agrees with the Underwriters that, as of the date hereof and as of the date of the Closing:

(a) The Issuer is a municipal corporation of the State, duly organized and validly existing pursuant to the Constitution and laws of the State and is authorized and empowered by law to issue, sell and deliver the Series 2016 Bonds to the Underwriters as described herein; to provide funds to (i) refund the Issuer's Refunded Bonds, (ii) defease the Defeased Bonds and (iii) pay the costs of issuance of the Series 2016 Bonds; to accept this Purchase Agreement; to execute and deliver the Escrow Deposit Agreement dated as of the date of Closing between the Issuer and Branch Banking and Trust Company (the "Escrow Deposit Agreement") and the Official Statement; and to carry out and consummate all other transactions contemplated by the Official Statement and by each of the aforesaid documents, agreements, resolutions and ordinances.

(b) By official action of the Issuer taken prior to or concurrently with the acceptance hereof, the Issuer has duly adopted the Bond Resolution, which is in full force and effect, and has not been amended, modified or rescinded; the Issuer has duly authorized and approved the execution and delivery of, and the performance by the Issuer of its obligations contained in the Series 2016 Bonds, the Escrow Deposit Agreement and this Purchase Agreement; and the Issuer has duly authorized and approved the performance by the Issuer of its obligations contained in the Bond Resolution, the Escrow Deposit Agreement, and the consummation by it of all other transactions contemplated by the Bond Resolution, the Official Statement, the Escrow Deposit Agreement and this Purchase Agreement to have been performed or consummated at or prior to the date of Closing, and the Issuer is in compliance with the provisions of the Bond Resolution.

(c) When delivered to and paid by the Underwriters in accordance with the terms of this Purchase Agreement, the Escrow Deposit Agreement, the Bond Resolution and the Series 2016 Bonds will have been duly and validly authorized, executed, issued and delivered and will constitute legal, valid and binding limited obligations of the Issuer enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency or other laws affecting creditors' rights and remedies generally and to general principles of equity, and will be entitled to the benefits of the Bond Resolution.

(d) The Issuer is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States, or any agency or department of either, or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its properties or other assets is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would

constitute a default or event of default under any such instrument, in any such case to the extent that the same would have a material and adverse effect upon the business or properties or financial condition of the Issuer or the application and use of ad valorem taxes assessed, levied and collected on all taxable property within the limits of the Issuer as contemplated by the Official Statement; and the execution and delivery of the Series 2016 Bonds, the Escrow Deposit Agreement and this Purchase Agreement and the adoption of the Bond Resolution and compliance with the provisions on the Issuer's part contained in each, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its properties or other assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or the assets of the Issuer under the terms of any such law, regulation or instrument, except as provided or permitted by the Series 2016 Bonds and the Bond Resolution.

(e) The Issuer is not and has not been in default on any bond issued since December 31, 1975 that would be considered material by a reasonable investor. The Issuer has not undertaken an independent review or investigation of securities for which it has served solely as a conduit issuer and for which no funds of the Issuer were pledged as a source of payment. The Issuer does not believe that any information about any default on such securities is appropriate and would be considered material by a reasonable investor in the Series 2016 Bonds because the Issuer is not obligated to pay the debt service on any such securities except from payments made to it by the private companies on whose behalf such securities were issued and (no funds of the Issuer have been pledged or used to pay such securities or the interest thereon.)

(f) All approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which would constitute a condition precedent to or the absence of which would materially adversely affect the financial condition of the Issuer or the due performance by the Issuer of its obligations under this Purchase Agreement, the Bond Resolution, the Escrow Deposit Agreement or the Series 2016 Bonds have been, or prior to the Closing will have been, duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Series 2016 Bonds or approvals, consents and orders: (i) described in the Official Statement as not having been obtained, or (ii) customarily granted in due course after application therefor and expected to be obtained without material difficulty or delay.

(g) The Series 2016 Bonds, when issued, authenticated and delivered in accordance with the Bond Resolution and sold to the Underwriters as provided herein and in accordance with the provisions of the Bond Resolution, will be legal, valid and binding obligations of the Issuer, enforceable in accordance with their terms and the terms of the Bond Resolution (subject to and limited by bankruptcy, insolvency, reorganization, moratorium, and similar laws in each case relating to or affecting the enforcement of creditor's rights generally, and other general principles of equity), and the Bond Resolution will provide, for the benefit of the holders from time to time of the Series 2016 Bonds, a valid pledge of the ad valorem taxes to pay debt service on the Series 2016 Bonds in the manner and to the extent set forth in the Bond Resolution.

(h) The Issuer has reviewed the information in the Preliminary Official Statement. Except for the information describing The Depository Trust Company ("DTC") and its book-entry system of registration and information provided by the Underwriters under the caption "UNDERWRITING", the Preliminary Official Statement was, as of the date thereof, and the Official Statement, is and at all times subsequent hereto up to and including the date of the Closing will be, true and correct in all material respects and did not, does not and will not contain any untrue statement of a material fact or omit to state a material fact which is necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, any amendments or supplements to the Official Statement prepared and furnished by the Issuer pursuant hereto will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) The Series 2016 Bonds, the Bond Resolution and the Escrow Deposit Agreement conform in all material respects to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement.

(j) Except as contemplated by the Preliminary Official Statement and the Official Statement, since September 30, 2016, the Issuer has not and will not have incurred any material liabilities, direct or contingent, or entered into any transaction which is material to the potential holders of the Series 2016 Bonds, in each case other than in the ordinary course of its business, and there has not and shall not have been any material adverse change in the condition, financial or otherwise, of the Issuer or its properties or other assets.

(k) Except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government authority or public board or body, is pending against or, to the best of our knowledge, threatened against the Issuer, affecting the legal existence of the Issuer or the titles of its officers to their respective offices or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2016 Bonds, or the collection of the ad valorem taxes to pay the Series 2016 Bonds, if necessary, or in any way contesting or affecting the validity or enforceability of the Series 2016 Bonds, the Bond Resolution, the Escrow Deposit Agreement and this Purchase Agreement or contesting the tax-exempt status of the interest (federal or state) on the Series 2016 Bonds as described in the Official Statement, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or any authority or proceedings for the issuance, sale and delivery of the Series 2016 Bonds, the adoption of the Bond Resolution, or the execution and delivery of the Escrow Deposit Agreement or the Purchase Agreement, nor to the best of the Issuer's knowledge, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Series 2016 Bonds, the Bond Resolution, the Escrow Deposit Agreement or this Purchase Agreement.

(l) The Issuer will furnish such information, execute such instruments and take such other action not inconsistent with law in cooperation with the Underwriters as the Underwriters may reasonably request in order (i) to qualify the Series 2016 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate, and/or (ii) to determine the eligibility of the Series 2016 Bonds for investment under the laws of such states and other jurisdictions, and will

use its best efforts to continue such qualifications in effect so long as required for the distribution of the Series 2016 Bonds; provided that the Issuer shall not be obligated to take any action that would subject it to the general service of process in any state where it is not now so subject and any expense related to the foregoing shall be borne by the Underwriters.

(m) The Issuer will advise the Underwriters promptly of any proposal to amend or supplement the Official Statement and will not affect any such amendment or supplement without the consent of the Underwriters. The Issuer will advise the Underwriters promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Series 2016 Bonds.

(n) Other than as disclosed in the Official Statement and the Preliminary Official Statement, the Issuer has not in the past five (5) years failed to comply in all material respects with any agreement to provide continuing disclosure information pursuant to the Rule.

7. The Closing. At ____ [a.m./p.m.], New York time, on _____, 2016 (the date of the "Closing"), or at such other time or date to which the Issuer and the Underwriters may mutually agree, the Issuer will, subject to the terms and conditions hereof, deliver the Series 2016 Bonds pursuant to the FAST system of delivery of DTC, in book-entry form to the account of the Underwriters, duly executed, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriters will accept such delivery and pay the aggregate purchase price of the Series 2016 Bonds as set forth in Paragraph 1 hereof in Federal Funds to the Issuer. The Issuer shall cause CUSIP identification numbers to be printed on the Series 2016 Bonds, but neither the failure to print such number on any Series 2016 Bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriters to accept delivery of and pay for the Series 2016 Bonds in accordance with the terms of this Purchase Agreement. The Closing shall occur at the offices of the Issuer in Golden Beach, Florida, or such other place to which the Issuer and the Underwriters shall have mutually agreed. The Series 2016 Bonds shall be made available to the Underwriters no less than 24 hours before the Closing for purposes of inspecting.

8. Closing Conditions. The Underwriters have entered into this Purchase Agreement in reliance upon the representations, warranties, covenants and agreements of the Issuer contained herein and in reliance upon the representations, warranties, covenants and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligations under this Purchase Agreement to purchase, to accept delivery of and to pay for the Series 2016 Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder, and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) The representations, warranties, covenants and agreements of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) At the time of Closing, this Purchase Agreement, the Bond Resolution and the Escrow Deposit Agreement shall be in full force and effect and shall not have been amended, modified or supplemented since the date hereof, and the Official Statement as delivered to the

Underwriters shall not have been supplemented or amended, except in any such case as may have been approved by the Underwriters;

(c) At the time of the Closing, all official action of the Issuer relating to this Purchase Agreement, the Series 2016 Bonds, the Escrow Deposit Agreement and the Bond Resolution shall be in full force and effect and shall not have been amended, modified or supplemented, except for amendments, modifications or supplements which have been approved by the Underwriters prior to the Closing and in accordance with Section 2(c) hereof;

(d) At the time of the Closing, except as contemplated by the Official Statement, there shall have been no material adverse change in the financial condition of the Issuer;

(e) At or prior to the Closing, the Underwriters shall have received copies of each of the following documents:

(1) An opinion of Weiss Serota Helfman Cole & Bierman, P.L., Coral Gables, Florida, as Bond Counsel, dated the date of the Closing and addressed to the Issuer, in substantially the form attached as Appendix D to the Official Statement, and a reliance letter pertaining thereto addressed to the Underwriters;

(2) A supplemental opinion of Weiss Serota Helfman Cole & Bierman, P.L., as Bond Counsel, dated the date of the Closing and addressed to the Issuer and the Underwriters, in such form as is mutually and reasonably acceptable to the Issuer, the Underwriters and Bond Counsel, (i) to the effect that the statements contained in the Official Statement under the captions "INTRODUCTION", "DESCRIPTION OF THE BONDS" (excluding the subsection "Book-Entry Only System" and the information thereunder relating to DTC and its system of book-entry registration), "SECURITY FOR THE BONDS" and "TAX MATTERS," insofar as such information purports to summarize portions of the Bond Resolution, the Series 2016 Bonds, the laws of the State of Florida and federal income tax laws, constitute a fair summary of the information purported to be summarized therein (all such opinions referred to in this clause (i) exclude financial, statistical and demographic information contained in such Official Statement and information related to DTC and its book-entry system of registration) (ii) to the effect that the Series 2016 Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, (iii) to the effect that the Bond Resolution is not required to be qualified under the Trust Indenture Act of 1939, as amended, and (iv) to the effect that, in reliance upon the schedules prepared by the Underwriters and verified by _____, all covenants, agreements and other obligations of the Issuer to the holders of the Refunded Bonds and the Defeased Bonds set forth in the 2008 Resolution (as defined in the Escrow Deposit Agreement) have ceased, terminated and become void and are discharged and satisfied;

(3) An opinion, dated the date of Closing and addressed to the Issuer and the Underwriters of Weiss Serota Helfman Cole & Bierman, P.L., as Disclosure Counsel, to the effect that based on certain assumptions and reliances, and subject to the qualifications stated therein, such firm is of the opinion that, based solely upon their review and discussions noted therein and in reliance upon the accuracy of the information contained in certain certificates, letters and opinions, but without having

undertaken any independent investigation or verification of such information, nothing has come to the attention of the attorneys in such firm rendering legal services in accordance with this representation which leads such firm to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that such firm need not express an opinion regarding historical or projected financial information, demographic, statistical or operating data or information included in the Official Statement, including but not limited to appendices, schedules and exhibits thereto, or any information about DTC and its book-entry system of registration.

(4) An opinion, dated the date of the Closing and addressed to the Issuer, the Underwriters, and Bond Counsel of Weiss Serota Helfman Cole & Bierman, P.L., as Town Attorney, in substantially the form attached hereto as Exhibit C;

(5) A certificate of the Issuer dated the date of Closing and signed by the Mayor of the Issuer, or such other official satisfactory to the Underwriters, and in form and substance satisfactory to the Underwriters, to the effect that (A) the representations, warranties and covenants of the Issuer contained herein are true and correct in all material respects and are complied with as of the date of Closing, (B) except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government authority or public board or body, is pending against or, to the best of the Mayor's knowledge, threatened against the Issuer, affecting the legal existence of the Issuer or the titles of its officers to their respective offices or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2016 Bonds, or the collection of the Issuer's ad valorem taxes to pay the Series 2016 Bonds, if necessary, or in any way contesting or affecting the validity or enforceability of the Series 2016 Bonds, the Bond Resolution, the Escrow Deposit Agreement or this Purchase Agreement or contesting the tax-exempt status of the interest (federal or state) on the Series 2016 Bonds as described in the Official Statement, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or any authority or proceedings for the issuance, sale and delivery of the Series 2016 Bonds, the adoption of the Bond Resolution, or the execution and delivery of the Escrow Deposit Agreement, or this Purchase Agreement, nor to the best of the Mayor's knowledge, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Series 2016 Bonds, the Bond Resolution, the Escrow Deposit Agreement or this Purchase Agreement, (C) no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement so that the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and which has not been disclosed in a supplement or amendment to the Official Statement, (D) the Issuer has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the date of Closing and pursuant to this Purchase Agreement, (E) the financial statements and the other financial and statistical data relating to the Issuer included in the Official Statement are true and correct as of the date

of Closing, (F) since the date of the financial statements included in the Official Statement, (i) no material and adverse change has occurred in the financial condition of the Issuer, and (ii) the Issuer has not incurred any material liabilities other than in the ordinary course of business, except as set forth in or contemplated by the Official Statement, and (G) except as disclosed in the Official Statement, the Issuer is in compliance with its continuing disclosure undertakings under the Rule 15c2-12 of the Securities and Exchange Commission;

- (6) Certified copy of the Bond Resolution;
- (7) Executed copies of the Escrow Deposit Agreement and this Purchase Agreement;
- (8) Evidence of ratings from Moody's of "____";
- (9) The Verification Report of _____, _____, Florida verifying the mathematical accuracy of the computations contained in the schedules prepared by the Underwriters with respect to the defeasance of the Refunded Bonds and the yield on the Series 2016 Bonds and the securities held under the Escrow Deposit Agreement.
- (10) A certificate of the Paying Agent and Registrar in form and substance acceptable to the Underwriters;
- (11) A certificate of the Escrow Agent in form and substance acceptable to the Underwriters; and
- (12) Such additional legal opinions, certificates, instruments and other documents as the Underwriters may reasonably request.

All of the evidence, opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriters with such exceptions and modifications as shall be approved by the Underwriters and as shall not in the opinion of the Underwriters materially impair the investment quality of the Series 2016 Bonds.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Series 2016 Bonds contained in this Purchase Agreement, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Series 2016 Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriters nor the Issuer shall be under any further obligation hereunder, except that the Issuer shall return the Good Faith Deposit referred to in Paragraph 5 and the respective obligations of the Issuer and the Underwriters set forth in Paragraph 10 hereof shall continue in full force and effect.

9. Termination. The Underwriters may terminate this Purchase Agreement, without liability therefor, by notification to the Issuer, if at any time subsequent to the date of this Purchase Agreement at or prior to the Closing:

(a) Legislation shall be enacted by the Congress of the United States, or a bill introduced (by amendment or otherwise) or favorably reported or passed by either the House of Representatives or the Senate of the Congress of the United States or any committee of the House or Senate, or a conference committee of such House and Senate makes a report (or takes any other action), or a decision by a court of the United States or the Tax Court of the United States shall be rendered, or a ruling, regulation or fiscal action shall be issued or proposed by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency with respect to or having the purpose or effect of changing directly or indirectly the federal income tax consequences of interest on the Series 2016 Bonds in the hands of the holders thereof (including imposition of a not previously existing minimum federal tax which includes tax-exempt interest in the calculation of such tax), which materially adversely affects the market price or the marketability of the Series 2016 Bonds.

(b) Any legislation, rule or regulation shall be introduced in, or be enacted by any department or agency in the State, or a decision by any court of competent jurisdiction within the State shall be rendered which materially adversely affects the market for the Series 2016 Bonds or the sale, at the contemplated offering prices, by the Underwriters of the Series 2016 Bonds.

(c) Any amendment to the Official Statement is proposed by the Issuer or deemed necessary by Bond Counsel or the Underwriters pursuant to Section 2(c) hereof which materially adversely affects the market for the Series 2016 Bonds or the sale, at the contemplated offering prices, by the Underwriters of the Series 2016 Bonds to be purchased by them.

(d) Any fact shall exist or any event shall have occurred which, in the reasonable opinion of the Underwriters, would or might cause the information contained in the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading as of such time and which would materially adversely affect the marketability of the Series 2016 Bonds.

(e) There shall have occurred any outbreak or escalation of hostilities or any national or international calamity or crisis, financial or otherwise, including a general suspension of trading on any national securities exchange which (i) materially adversely affects the market for the Series 2016 Bonds or the sale of the Series 2016 Bonds, at the contemplated offering prices, by the Underwriters or (ii) causes a material disruption in the municipal bond market and as, in the judgment of the Underwriters, would make it impracticable for them to market the Series 2016 Bonds or to enforce contracts for the sale of the Series 2016 Bonds (it being agreed to by the parties hereto that no such hostilities, calamity or crisis is occurring as of the date hereof that had a material effect upon the marketability of the Series 2016 Bonds).

(f) Legislation shall be enacted or any action shall be taken by, or on behalf of, the Securities and Exchange Commission which has the effect of requiring the contemplated distribution of the Series 2016 Bonds to be registered under the Securities Act of 1933, or any laws analogous thereto relating to governmental bodies, and compliance therewith cannot be accomplished prior to the Closing.

(g) A general banking moratorium shall have been declared by the United States, New York or Florida authorities which materially adversely affects the market for the Series 2016

Bonds or the sale, at the contemplated offering prices, by the Underwriters of the Series 2016 Bonds to be purchased by it.

(h) Any national securities exchange, or any governmental authority, shall impose, as to the Series 2016 Bonds or obligations of the general character of the Series 2016 Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriters.

(i) There shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the Issuer's obligations;

(j) Any proceeding shall be pending or threatened by the Securities and Exchange Commission against the Issuer or trading in the Issuer's outstanding securities shall have been suspended by the Securities and Exchange Commission or any securities exchange;

(k) The marketability of the Series 2016 Bonds or the market price thereof, in the reasonable opinion of the Underwriters, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets.

(l) There shall have been any materially adverse change in the financial condition or affairs of the Issuer that is not described in the Official Statement, as then amended and supplemented, which in the reasonable opinion of the Underwriters, materially and adversely affects the market price or marketability of the Series 2016 Bonds.

10. Expenses. The Underwriters shall be under no obligation to pay, and the Issuer shall pay, any expenses incident to the performance of the obligations of the Issuer hereunder including, but not limited to: (a) the cost of preparation, printing or other reproduction of the Bond Resolution; (b) the cost of preparation and printing of the Series 2016 Bonds; (c) the fees and disbursements of Bond Counsel; (d) the fees and disbursements of the financial advisor to the Issuer; (e) the fees and disbursements of any experts, consultants or advisors retained by the Issuer, including fees of the auditor and the Paying Agent and Registrar, and of any other experts, advisors or consultants retained to assist the Issuer; (f) fees for bond ratings; (g) the costs of preparing, printing and delivering a reasonable number of copies of the Preliminary Official Statement and the Official Statement and any supplements or amendments to either of them; and (h) the cost of preparing, printing and delivery of this Purchase Agreement. The Issuer shall pay for expenses (included in the expense component of the spread) incurred on behalf of the Issuer's employees which are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation and lodging of those employees, as applicable.

The Underwriters shall pay only: (a) all advertising expenses; (b) all other expenses incurred by it in connection with the public offering of the Series 2016 Bonds, including the fees and disbursements of counsel retained by it; (c) the cost of all "blue sky" memoranda and related filing fees and; (d) Underwriter's counsel fee. In the event that either party shall have paid obligations of the other as set forth in this Section 10, adjustment shall be made at the time of the Closing.

11. Notices. Any notice or other communication to be given to the Issuer under this Purchase Agreement may be given by delivering the same in writing at its address set forth above to the attention of the Town Clerk's office, and any notice or other communication to be given to the

Underwriters may be given by delivering the same in writing to Raymond James & Associates, Inc., Public Finance Department, Attention: Jon Eichelberger, Managing Director, 807 W. Morse Boulevard, Suite 200, Winter Park, FL, 32789.

12. Parties in Interest. This Purchase Agreement is made solely for the benefit of the Issuer and the Underwriters and no other party or person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties, covenants and agreements in this Purchase Agreement shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of any of the Underwriters; (ii) the delivery of the Series 2016 Bonds pursuant to this Purchase Agreement; or (iii) any termination of this Purchase Agreement but only to the extent provided by the last paragraph of Section 8 hereof.

13. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees that (i) the purchase and sale of the Series 2016 Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriters, (ii) in connection with such transaction, including the process leading thereto, the Underwriters is acting solely as a principal and not as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)), agent or a fiduciary of the Issuer, (iii) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering of the Series 2016 Bonds or the process leading thereto (whether or not the Underwriters, or any affiliate of the Underwriters, has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except the obligations expressly set forth in this Purchase Agreement, (iv) the Underwriters have financial and other interests that differ from those of the Issuer and (v) the Issuer has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2016 Bonds.

14. Waiver. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the Issuer hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriters may be waived by the Underwriters, in its sole discretion, and the approval of the Underwriters when required hereunder or the determination of their satisfaction as to any document referred to herein shall be in writing, signed by appropriate officer or officers of the Underwriters and delivered to the Issuer.

15. Effectiveness. This Purchase Agreement shall become effective upon the execution hereof by both parties.

16. Counterparts. This Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

17. Headings. The headings of the sections of this Purchase Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

18. Florida Law Governs. The validity, interpretation and performance of this Purchase Agreement shall be governed by the laws of the State of Florida.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

By:_____

Name: Jon Eichelberger

Title: Managing Director

Accepted by:

TOWN OF GOLDEN BEACH, FLORIDA

By:_____

Name: Glenn Singer

Title: Mayor

By:_____

Name: Alexander Diaz

Title: Town Manager

ATTEST:

By:_____

Name: Lissette Perez

Title: Town Clerk

EXHIBIT A

TERMS OF SERIES 2016 BONDS

<u>Maturity</u> <u>(January 1)</u>	<u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				

OPTIONAL REDEMPTION PROVISIONS

The Bonds maturing before January 1, 20__, are not subject to optional redemption prior to their maturity. The Bonds maturing on or after January 1, 20__ shall be subject to redemption prior to their maturity, at the option of the Issuer on or after January 1, 20__, as a whole or in part at any time, and if in part as selected by the Issuer among maturities and by lot within a maturity if less than the entire maturity is to be redeemed, at a redemption price of 100% of the principal amount thereof plus accrued interest from the most recent interest payment date to the redemption date.

MANDATORY REDEMPTION PROVISION

The Bonds maturing on January 1, 20__ are subject to mandatory sinking fund redemption prior to maturity, in part, to be selected by lot, at a redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date, in the following years and in the following principal amounts:

Year
(January 1)

Principal Amount

*Final Maturity

The Bonds maturing on January 1, 20__ are subject to mandatory sinking fund redemption prior to maturity, in part, to be selected by lot, at a redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date, in the following years and in the following principal amounts:

Year
(January 1)

Principal Amount

*Final Maturity

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EXHIBIT B

\$ _____
TOWN OF GOLDEN BEACH, FLORIDA
General Obligation Refunding Bonds,
Series 2016

DISCLOSURE STATEMENT

_____, 2016

Mayor and Town Council of
the Town of Golden Beach, Florida
Golden Beach, Florida

Ladies and Gentlemen:

In connection with the proposed issuance by the Town of Golden Beach, Florida (the "Issuer") of the issue of bonds referred to above (the "Series 2016 Bonds"), Raymond James & Associates, Inc., as Representative of the Underwriters named below (the "Underwriters"), has agreed to underwrite a public offering of the Series 2016 Bonds. Arrangements for underwriting the Series 2016 Bonds will include a Purchase Agreement between the Issuer and the Underwriters.

The purpose of this letter is to furnish, pursuant to the provisions of Sections 218.385(2), (3) and (6), Florida Statutes, certain information in respect to the arrangement contemplated for the underwriting of the Series 2016 Bonds as follows:

(a) The nature and estimated amount of expenses to be incurred by the Underwriter in connection with the issuance of the Series 2016 Bonds are set forth on Schedule I attached hereto.

(b) There are no "finders," as that term is defined in Section 218.386, Florida Statutes, connected with the issuance of the Series 2016 Bonds.

(c) The amount of underwriting spread, including the management fee, expected to be realized is as follows:

	<u>Per \$1,000 Bond</u>	<u>Dollar Amount</u>
Average Takedown		
Underwriter's Expenses		
Total Underwriting Spread		

(d) No other fee, bonus or other compensation is estimated to be paid by the Underwriters in connection with the issuance of the Series 2016 Bonds to any person not regularly employed or retained by the Underwriters.

(e) The name and address of the Underwriters are set forth below:

Raymond James & Associates, Inc.
807 W. Morse Boulevard
Suite 200
Winter Park, Florida 32789

Stifel, Nicolaus & Company, Inc.
501 N. Broadway
St. Louis, Missouri 63102

(f) The Issuer is proposing to issue \$_____ of its General Obligation Refunding Bonds, Series 2016 for the purpose of (i) refunding the Issuer's outstanding \$14,445,000 General Obligation Bonds, Series 2008 other than the 2008 Bonds maturing on January 1, 2017 and January 1, 2018, (ii) defeasing the 2008 Bonds maturing on January 1, 2018 and (iii) paying the costs of issuance of the Series 2016 Bonds.

The Series 2016 Bonds are issued pursuant to the Constitution and laws of the State of Florida, particularly Chapter 166, Florida Statutes, as amended, the Charter of the Issuer and other applicable provisions of law (the "Act"), and pursuant to the bond referendum of the Issuer held pursuant to Resolution No. 1854.07 adopted by the Town Council of the Issuer (the "Town Council") on July 17, 2007 (the "Referendum Resolution"), and pursuant to Resolution No. _____ adopted by the Town Council on _____, 2016 (the "Bond Resolution"). Terms used herein in capitalized form that are not otherwise defined herein shall have the same meanings as in the Bond Resolution. The Series 2016 Bonds are expected to be repaid over a period of approximately ____ years. At a true interest cost rate of _____%, total interest paid over the life of the Series 2016 Bonds will be \$_____. Authorizing the Series 2016 Bonds will result in a maximum of approximately \$_____ of ad valorem taxes not being available to finance the other services of the Issuer in any year for approximately _____ years.

[Remainder of page intentionally left blank]

We understand that the Issuer does not require any further disclosure from the Underwriters, pursuant to Sections 218.385(2), (3) and (6), Florida Statutes.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

By: _____

Name: Jon Eichelberger

Title: Managing Director

SCHEDULE I

ESTIMATED EXPENSES TO BE INCURRED BY UNDERWRITERS

	<u>Per \$1,000 Bond</u>	<u>Dollar Amount</u>
Ipreo Expense		
CUSIP		
DTC Charges		
Miscellaneous		
Underwriter's Counsel		
TOTAL		

EXHIBIT C

FORM OF OPINION OF TOWN ATTORNEY

_____, 2016

Mayor and Town Council of
the Town of Golden Beach
Golden Beach, Florida

Raymond James & Associates, Inc.
Winter Park, Florida

Stifel, Nicolaus & Company, Inc.
Orlando, Florida

Re: \$_____ Town of Golden Beach, Florida
 General Obligation Refunding Bonds, Series 2016

Ladies and Gentlemen:

We are the Town Attorney for the Town of Golden Beach, Florida (the "Town") and have served as counsel to the Town in connection with the issuance and sale by the Town of its General Obligation Refunding Bonds, Series 2016 (the "Series 2016 Bonds"), to the Underwriters named in the Purchase Agreement referred to herein. Terms used herein which are defined in said Purchase Agreement shall have the meanings specified therein or, if not defined therein, in the Official Statement relating to the Series 2016 Bonds.

We have examined, among other things, the Act, the Bond Resolution, the proceedings of the Town with respect to the authorization and issuance of the Series 2016 Bonds and the authorization, execution and delivery of the Escrow Deposit Agreement, the Purchase Agreement and the Official Statement, the proceedings of the Town relating to the refunding of the Refunded Bonds and the defeasance of the Defeased Bonds and certificates and other documents relating to the Town, the Series 2016 Bonds, the Bond Resolution, the Escrow Deposit Agreement and the Purchase Agreement, and have made such other examination of applicable State of Florida law (the "State") as I have deemed necessary in giving this opinion.

Based upon the foregoing, I am of the opinion that:

(A) The Town is a duly existing municipal corporation of the State of Florida (the "State") and had and has good right and lawful authority under the Constitution and laws of the State to adopt the Bond Resolution, and to authorize and issue the Series 2016 Bonds. The Bond Resolution has been duly adopted by the Town, is in full force and effect and constitutes a valid, legal and binding obligation of the Town enforceable in accordance with its terms.

(B) As of the date hereof, the Town has duly performed all obligations to be performed by it pursuant to the Bond Resolution.

(C) The Escrow Deposit Agreement, the Series 2016 Bonds and the Purchase Agreement each have been duly authorized, executed and delivered by the Town and each constitutes a valid and binding agreement of the Town enforceable in accordance with its terms.

(D) The Town has the power and authority under the laws of the State to pledge the full faith, credit and taxing power of the Town to pay the Series 2016 Bonds and interest thereon in accordance with the terms of the Bond Resolution.

(E) The adoption of the Bond Resolution and the execution and delivery of the Escrow Agreement, the Purchase Agreement and the Series 2016 Bonds, and compliance with the provisions thereof, will not conflict with or constitute a material breach of or default under any existing law, administrative regulation, court decree, resolution or agreement to which the Town is subject.

(F) Except as disclosed in the Official Statement, to the best of our knowledge after due inquiry with respect thereto, no litigation or other proceedings are pending or threatened in any court or other tribunal of competent jurisdiction, State or Federal, in any way (1) restraining or enjoining the issuance, sale or delivery of any of the Series 2016 Bonds, or (2) questioning or affecting the validity of the Purchase Agreement, the Series 2016 Bonds, the Escrow Deposit Agreement, the Bond Resolution, or the pledge by the Town of full faith, credit and taxing power as provided in the Bond Resolution, or (3) questioning or affecting the validity of any of the proceedings for the authorization, sale, execution, registration, issuance or delivery of the Series 2016 Bonds and the security therefor; or (4) questioning or affecting (a) the organization or existence of the Town or the Town Council or the title to office of the officers thereof, or (b) the power or authority of the Town to pledge the full faith, credit and taxing power of the Town; or (5) which could materially adversely affect the operations of the Town or the financial condition of the Town.

(G) The Official Statement has been duly authorized, executed and delivered for use in connection with the sale of the Series 2016 Bonds.

(H) Nothing has come to our attention that would lead us to believe that the Official Statement as of its date or as of the date hereof contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except as to statistical or financial data or information as to DTC or its book-entry system of registration contained therein and Appendices A and B as to which no opinion is expressed).

(I) All approvals, consents, authorizations and orders of any governmental authority or agency having jurisdiction in any matter which would constitute a condition precedent to the performance by the Town of its obligations under the Escrow Deposit Agreement, the Purchase Agreement, the Bond Resolution, the Series 2016 Bonds and the other documents relating to the Series 2016 Bonds have been obtained and are in full force and effect.

All of the above opinions as to enforceability of the legal obligations of the Town may be subject to and limited by bankruptcy, insolvency, reorganization, moratorium and similar laws, in each case relating to or affecting the enforcement of creditors rights generally, and other general principles of equity.

This letter speaks only as of its date and is addressed to you and is not to be used, circulated, quoted or otherwise referred to for any other purpose without, in each case, my prior express written consent.

Very truly yours,

EXHIBIT D

FORM OF ISSUE PRICE CERTIFICATE

_____, 2016

This certificate is furnished by Raymond James & Associates, Inc., as Representative of itself and Stifel, Nicolaus & Company (collectively, the "Underwriters") in connection with the issuance by the Town of Golden Beach, Florida (the "Issuer") of \$_____ aggregate principal amount of its General Obligation Refunding Bonds, Series 2016 (the "Series 2016 Bonds"). The Underwriters hereby certify the following, based upon the information available to them:

On _____, 2016 (the "Sale Date"), the Underwriters made a bona fide offering of the Series 2016 Bonds to the Public (as defined below) at the respective prices (the "Prices") set forth in the inside cover page of the Official Statement, dated the Sale Date, with respect to the Series 2016 Bonds. For purposes of this certificate, the "Public" does not include bond houses, brokers, and similar persons acting in the capacity of Underwriter or wholesalers.

On the Sale Date, the Underwriters sold at least 10% of each maturity of the Series 2016 Bonds to the Public at its respective Price, except for the Bonds maturing in years _____ (the "Unsold Maturities"). With respect to each of the Unsold Maturities, the Underwriters reasonably expected, on the Sale Date, the first price at which at least 10% of each maturity would be sold to the Public to be its respective Price.

The Underwriters have been asked by the Issuer and Weiss Serota Helfman Cole & Bierman, P.L., ("Bond Counsel") to perform certain calculations with respect to the Bonds. Specifically, the Underwriters have been asked to calculate the arbitrage yield of the Bonds under Section 148 of the Code.

The Underwriters understand that the yield on the Series 2016 Bonds is to be computed under the economic accrual method using an assumed 30-day month/360-day year, and semiannual compounding. The Underwriters have also been advised by the Issuer and Bond Counsel that no other transaction (such as a guarantee of the Bonds, an interest rate swap or other hedge) is to be factored into the computation of the yield on the Bonds. In computing the yield on the Bonds, the Bonds maturing in the years ____ through and including ____ are first callable at par at the option of the Issuer on January 1, _____, and none of the Series 2016 Bonds are subject to optional redemption by the Issuer within five years of the date hereof. Based upon this calculation methodology, the Underwriters have calculated the yield on the Series 2016 Bonds to be _____%.

However, notwithstanding the foregoing, we remind you that the Underwriters are not an accountant or actuary, nor are the Underwriters engaged in the practice of law. Accordingly, while the Underwriters believe the calculations described above to be correct, they do not warrant their validity for purposes of Sections 103 and 141 through 150 of the Code.

The Issuer may rely on the statements made herein in its efforts to comply with the conditions imposed by the Internal Revenue Code of 1986, as amended (the "Code"). Bond Counsel may also rely on this Issue Price Certificate for purposes of its opinion regarding the treatment of interest on the Series 2016 Bonds as excludable from gross income for federal income tax purposes. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for

any other purpose. Notwithstanding anything set forth herein, the Underwriters are not engaged in the practice of law. Accordingly, the Underwriters makes no representation as to the legal sufficiency of the factual matters set forth herein.

RAYMOND JAMES & ASSOCIATES, INC.

By:_____

Name: Jon Eichelberger

Title: Managing Director

EXHIBIT “C”

Form of Escrow Deposit Agreement

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT, made and entered into as of _____, 2016, by and between the **TOWN OF GOLDEN BEACH, FLORIDA** (the “Town”) and **BRANCH BANKING AND TRUST COMPANY**, as Escrow Agent (the “Escrow Agent”).

WITNESSETH:

WHEREAS, the Town has heretofore issued its \$14,445,000 General Obligation Bonds, Series 2008 (the “2008 Bonds”) under and pursuant to Resolution No. 1927.08 adopted by the Town Council on June 24, 2008 (the “2008 Resolution”) and the 2008 Bonds are currently outstanding; and

WHEREAS, the Town has determined to (i) authorize the issuance of \$_____ General Obligation Refunding Bonds, Series 2016 (the “Bonds”) to advance refund the 2008 Bonds, other than the 2008 Bonds maturing on January 1, 2017 and January 1, 2018 (the 2008 Bonds being refunded are referred to as the “Refunded Bonds”), (ii) defease the 2008 Bonds maturing on January 1, 2018 (the “Defeased Bonds”) and (iii) optionally redeem the Refunded Bonds on January 1, 2018; and

WHEREAS, the Escrow Agent is authorized to accept deposit of the cash and obligations necessary to redeem the Refunded Bonds and defease the Defeased Bonds; and

WHEREAS, the Escrow Agent is also the Paying Agent for the Refunded Bonds and the Defeased Bonds under the 2008 Resolution; and

WHEREAS, the Town and the Escrow Agent desire to enter into this Escrow Deposit Agreement in order to redeem the Refunded Bonds on January 1, 2018 and pay at maturity the Defeased Bonds on January 1, 2018.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

DEFINITIONS

In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

“*Agreement*” shall mean this Escrow Deposit Agreement.

“*Governmental Obligations*” shall mean non-callable direct obligations of the United States of America, maturing on or before the dates when payments in respect of the Refunded Bonds and the Defeased Bonds become due, and the principal amount of which and the interest

thereon which when due will be in an aggregate amount sufficient to make all payments on the Refunded Bonds and the Defeased Bonds when due.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

1. (a) There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund designated the "Town of Golden Beach Escrow Deposit Fund" (hereinafter the "Escrow Fund") to be held in the custody of the Escrow Agent in accordance with the terms and provisions thereof.

(b) Concurrently with the execution and delivery of this Agreement, there is hereby deposited with the Escrow Agent, and the Escrow Agent hereby acknowledges the receipt of immediately available moneys in the amount of \$_____ from the proceeds of the Bonds. The moneys deposited with the Escrow Agent pursuant to the preceding sentence shall be deposited into the Escrow Fund and invested in the Government Obligations specified in Exhibit "B". The Town represents, based upon the Verification Report of _____ dated _____, 2016, that the principal amount of the Government Obligations and the interest thereon when due, together with the uninvested cash, will be in an aggregate principal amount sufficient to make all principal and interest payments on the Refunded Bonds and the Defeased Bonds when due, as specified in Exhibit "A".

2. The Escrow Agent shall apply the moneys on deposit in the Escrow Fund to purchase the Government Obligations specified in Exhibit "B" and shall hold \$_____ uninvested. The Escrow Agent shall withdraw from the Escrow Fund the amounts necessary to pay, and use the amounts so withdrawn to pay, the principal of and interest on the Refunded Bonds and the Defeased Bonds when due, as specified in Exhibit "A". If, for any reason, the amounts on deposit in the Escrow Fund are insufficient to pay such amounts when due, the Town covenants and agrees to immediately deposit with the Escrow Agent the balance needed for such purposes.

3. The Escrow Agent may not reinvest the moneys in the Escrow Fund or substitute the Government Obligations specified in Exhibit "B" hereto.

4. The trust created hereby shall be irrevocable. The owners of the Refunded Bonds and the Defeased Bonds shall have an express lien on all moneys and the principal of and interest due or to become due on the Government Obligations on deposit in the Escrow Fund until the same are used and applied in accordance with this Agreement.

5. The Escrow Agent shall not be liable for any loss resulting from any investment made pursuant to the terms and provisions of this Agreement. The liability of the Escrow Agent for the payment of the principal or redemption price of and interest to become due on the Refunded

Bonds and the Defeased Bonds shall be limited to the amounts deposited pursuant to this Agreement and the earnings thereon when invested in accordance with this Agreement. The Escrow Agent shall have no lien whatsoever upon any of the moneys in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Agreement.

The Escrow Agent shall be paid by the Town all reasonable compensation for all services rendered by the Escrow Agent under this Agreement or any amendment hereto, and also all reasonable expenses, charges, fees and other disbursements, including those of its attorneys, agents and employees, incurred in and about the performance of their powers and duties hereunder, including any costs, expenses and liabilities incurred in carrying out its duties hereunder including, but not limited to, any attempt to pursue any remedy hereunder. The Town further agrees to pay, and to the extent permitted by law, to indemnify and save the Escrow Agent harmless against, any costs, expenses, reasonable attorneys' fees, losses and liabilities which it may incur in the exercise and performance of its powers and duties under this Agreement or any amendment hereto, and which are not due to the Escrow Agent's gross negligence, willful misconduct or default, except to the extent they have already been paid to the Escrow Agent or provision for the payment thereof, satisfactory to the Escrow Agent, has already been made. The indemnification of the Escrow Agent provided for in the preceding sentence shall survive termination of this Agreement pursuant to Section 8 hereof.

The Escrow Agent, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Agreement, shall examine such instrument to determine whether on its face it conforms to the requirements of this Agreement and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel, who may or may not be counsel to the Town, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Agreement in good faith and in accordance therewith.

6. The Escrow Agent is hereby irrevocably instructed to, and hereby agrees to, redeem the Refunded Bonds on January 1, 2018 and pay at maturity the Defeased Bonds on January 1, 2018, and is hereby irrevocably instructed to, and hereby agrees to, send notice of redemption and defeasance to the owners of the Refunded Bonds and the Defeased Bonds as required by the 2008 Resolution in order to redeem the Refunded Bonds on January 1, 2018 and pay at maturity the Defeased Bonds on January 1, 2018, in the form attached as Exhibit "C".

7. This Agreement is made for the benefit of the Town and the holders from time to time of the Refunded Bonds and the Defeased Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Escrow Agent and the Town; provided, however, that the Town and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- a. to cure any ambiguity or formal defect or omission in this Agreement;
- b. to grant to, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds and the Defeased Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and
- c. to include under this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an opinion of nationally recognized attorneys on the subject of municipal bonds with respect to compliance with this Section, including the extent that any instrument executed in accordance with this Agreement complies with the conditions and provisions of this Section.

8. After all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made, the balance of moneys, if any, remaining in the Escrow Fund shall be returned to the Town, whereupon this Agreement shall terminate.

9. The Escrow Fund shall be and constitute a trust fund for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the Town and the Escrow Agent and used only for the purposes and in the manner provided in this Agreement.

10. The Escrow Agent may resign and thereby become discharged from the duties and obligations hereby created, by notice in writing given to the Town and published once in a newspaper of general circulation in the Town, and in a daily newspaper of general circulation or a financial journal published or circulated in the Borough of Manhattan, City and State of New York, not less than sixty (60) days before such resignation shall take effect. Such resignation shall take effect immediately upon the appointment of a successor Escrow Agent hereunder and payments of all amounts due the resigning Escrow Agent.

11. The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, executed by the holders of not less than fifty-one per centum (51%) in aggregate principal amount of the Refunded Bonds and the Defeased Bonds then outstanding, such instruments to be filed with the Town, and notice in writing given by such holders to all of the registered holders of the Refunded Bonds and the Defeased Bonds and published once in a newspaper of general circulation in the Town, and in a daily newspaper of general circulation or a financial journal published or circulated in the Borough of Manhattan, City and State of New York, not less than sixty (60) days before such removal is to take effect as stated in such instrument or instruments. A photographic copy of any instrument filed with the Town under the provisions of this paragraph shall be delivered by the Town to the Escrow Agent.

The Escrow Agent may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any

provisions of this Agreement with respect to the duties and obligations of the Escrow Agent, by the Town or by the holders of not less than twenty-five per centum (25%) in aggregate principal amount of the Refunded Bonds and the Defeased Bonds then outstanding.

No such removal shall take effect until a successor Escrow Agent shall be appointed hereunder.

12. If at any time hereafter the Escrow Agent shall resign, be removed, be dissolved or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department or board, the position of Escrow Agent shall thereupon become vacant. If the position of Escrow Agent shall become vacant for any of the foregoing reasons or for any other reason, the Town shall appoint a successor Escrow Agent to fulfill the duties of Escrow Agent hereunder. The Town shall publish notice of any such appointment on EMMA.

At any time within one year after such vacancy shall have occurred, the holders of a majority in principal amount of the Refunded Bonds and the Defeased Bonds then outstanding, by an instrument or concurrent instruments in writing, executed by all such bondholders and filed with the governing body of the Town, may appoint a successor Escrow Agent, which shall supersede any Escrow Agent theretofore appointed by the Town. Photographic copies of each such instrument shall be delivered promptly by the Town, to the predecessor Escrow Agent and to the Escrow Agent so appointed by the bondholders.

If no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section, the holder of any Refunded Bonds or Defeased Bonds then outstanding, or any retiring Escrow Agent may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Agent.

13. If any one or more of the covenants or agreements provided in this Agreement on the part of the Town or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or Agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

14. All the covenants, promises and agreements in this Agreement contained by or on behalf of the Town, the Town or the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

15. This Agreement shall be governed by the applicable law of the State of Florida.

16. This Agreement may be executed in several counterparts, all or any one of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

17. The Town will pay the Escrow Agent a fee for its services as Escrow Agent in the amount of \$____, payable in advance.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Deposit Agreement to be duly executed, and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

TOWN OF GOLDEN BEACH, FLORIDA

(SEAL)

By: _____
Glenn Singer, Mayor

ATTEST:

Lissette Perez
Town Clerk

BRANCH BANKING AND TRUST COMPANY,
as Escrow Agent

By: _____

**SIGNATURE PAGE
ESCROW DEPOSIT AGREEMENT**

EXHIBIT “A”

ESCROW REQUIREMENT

EXHIBIT “B”

GOVERNMENT OBLIGATIONS

EXHIBIT “C”

NOTICE OF REDEMPTION AND DEFEASANCE

\$14,445,000

**TOWN OF GOLDEN BEACH, FLORIDA
GENERAL OBLIGATION BONDS, SERIES 2008**

NOTICE IS HEREBY GIVEN pursuant to Resolution No. 1927.08 adopted by the Town Council of the Town of Golden Beach, Florida (the “Town”) on June 24, 2008 (the “Bond Resolution”), that moneys (i) to pay the redemption price on the above-captioned Bonds, other than the Bonds maturing on January 1, 2017 and January 1, 2018 (collectively, the “Refunded Bonds”) on January 1, 2018 and (ii) to pay at maturity the Bonds maturing on January 1, 2018 (the “Defeased Bonds”) have been deposited with Branch Banking and Trust Company, as Escrow Agent (the “Escrow Agent”), in irrevocable escrow of cash and U.S. Treasury obligations. In accordance with the provisions of the Bond Resolution, the pledge of and lien on the funds pledged in favor of the owners of the Refunded Bonds and the Defeased Bonds under the Bond Resolution are no longer in effect.

NOTICE IS HEREBY FURTHER GIVEN on behalf of the Town that the Bonds maturing on or after January 1, 2019 will be redeemed on January 1, 2018 at the redemption price of the principal amount of each Bond to be redeemed, plus interest accrued to January 1, 2018. The Bonds to be redeemed are:

<u>Maturity (January 1)</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
2019	\$370,000	4.000%	38080N AL6
2020	385,000	4.100	38080N AM4
2021	400,000	4.200	38080N AN2
2022	415,000	4.300	38080N AP7
2023	435,000	4.400	38080N AQ5
2024	455,000	4.400	38080N AR3
2025	475,000	4.500	38080N AS1
2026	495,000	4.600	38080N AT9
2027	515,000	4.600	38080N AU6
2028	540,000	4.700	38080N AV4
2029	565,000	4.700	38080N AW2
2030	595,000	4.750	38080N AXO
2031	620,000	4.800	38080N AY8
2032	650,000	4.875	38080N AZ5
2033	685,000	4.875	38080N BA9
2034	715,000	4.900	38080N BB7
2035	750,000	4.900	38080N BC5
2036	785,000	5.000	38080N BD3

2037	825,000	5.000	38080N BEI
2038	870,000	5.000	38080N BF8

Payment of the redemption price, including interest, of such Redeemed Bonds will be made on or after such redemption date at the office of Branch Banking and Trust Company, the Escrow Agent for the Redeemed Bonds, upon surrender thereof. Interest on such Redeemed Bonds will cease to accrue from and after such redemption date.

The Redeemed Bonds should be presented at the office of the Escrow Agent as follows:

By Mail:

Branch Banking and Trust Company
Corporate Trust Department
223 West Nash Street
Wilson, NC 27893

By Hand:

Branch Banking and Trust Company
Corporate Trust Department
223 West Nash Street
Wilson, NC 27893

DATED _____, 2016.

**BRANCH BANKING AND TRUST
COMPANY, as Escrow Agent**

By: _____

NOTICE

Withholding of 31% of gross redemption proceeds of any payment made within the United States may be required by the Interest and Dividend Tax Compliance Act of 1983 unless the Escrow Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the Payee. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your securities.

The Town and Escrow Agent shall not be responsible for the use of the CUSIP numbers, nor is any representation made as to their correctness in this notice or as printed on any Redeemed Bond. They are included solely for the convenience of the holders.

EXHIBIT “D”

Form of Preliminary Official Statement

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2016

NEW ISSUE: BOOK-ENTRY ONLY

RATING: See “Ratings” herein.

In the opinion of Bond Counsel, assuming continuing compliance by the Town with certain tax covenants, under existing statutes, regulations, rulings and judicial decisions, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, such interest is taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on certain corporations under the Internal Revenue Code of 1986, as amended (the “Code”). See “TAX MATTERS” for a description of certain provisions of the Code that may affect the federal tax treatment of interest on the Bonds for certain owners thereof.

[Insert Town Logo]

\$ _____ *

**TOWN OF GOLDEN BEACH, FLORIDA
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2016**

Dated: Date of Delivery

Due: January 1, as shown on the inside cover page

The Town of Golden Beach, Florida General Obligation Refunding Bonds, Series 2016 (the “Bonds”) will be issued only as fully registered bonds, without coupons, in denominations of \$5,000 or integral multiples thereof and will be initially registered only in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Bonds. The Bonds will be available to purchasers only under the book-entry system maintained by DTC through brokers and dealers who are, or act through, DTC Participants (as defined herein). Purchasers will not receive delivery of the Bonds. So long as any purchaser is the Beneficial Owner (as defined herein) of the Bonds, such purchaser must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of principal of and interest on such Bonds. See “DESCRIPTION OF THE BONDS - Book-Entry Only System” herein. Interest on the Bonds will be payable semi-annually on each January 1 and July 1, commencing January 1, 2017. Branch Banking and Trust Company, Wilson, North Carolina, will serve as initial Paying Agent and Bond Registrar.

Certain of the Bonds are subject to optional and mandatory redemption prior to maturity, as more fully described herein. See “DESCRIPTION OF THE BONDS - Redemption Provisions” herein.

The Bonds are being issued under the authority of, and in full compliance with, the Constitution and the laws of the State of Florida, including Chapter 166, Florida Statutes, as amended, Sections 132.33 through 132.47, Florida Statutes, as amended, the Charter of the Town of Golden Beach, Florida (the “Town”), and other provisions of law (the “Act”) and pursuant to a bond referendum of the Town held pursuant to Resolution No. 1854.07 adopted by the Town Council of the Town (the “Town Council”) on July 17, 2007 (the “Referendum Resolution”), and pursuant to Resolution No. _____ adopted by the Town Council on _____, 2016 (the “Bond Resolution”).

The Bonds are being issued to (i) refund the Town’s outstanding \$14,445,000 General Obligation Bonds, Series 2008 (the “2008 Bonds”), other than the 2008 Bonds maturing on January 1, 2017 and January 1, 2018 (the 2008 Bonds being refunded are referred to as the “Refunded Bonds”), (ii) defease the 2008 Bonds maturing on January 1, 2018 (the “Defeased Bonds”) and (iii) pay the costs of issuance of the Bonds. See “PURPOSE OF THE BONDS – Plan of Refunding” and “ESTIMATED SOURCES AND USES OF FUNDS” herein. Proceed of the Refunded Bonds and the Defeased Bonds were used to finance various capital improvements in the Town, including streetscape projects, traffic calming improvement projects, underground power, telephone and cable utility lines, removal of existing poles, pole-mounted equipment and overhead lines, replacement of ground-mounted equipment, utility line burial, including related earthwork, off-site roadway improvements, landscaping and irrigation in public rights of way, acquisition of certain lands in connection with certain of such infrastructure improvements (the “Project”). The issuance of general obligation bonds for the Project was approved by a majority of the qualified electors of the Town

voting in a bond referendum held on November 6, 2007.

The Bonds are general obligation bonds of the Town. In each year in which the Bonds are outstanding there shall be assessed, levied and collected an ad valorem tax, without limitation as to rate or amount, on all taxable property within the Town (excluding exemptions as provided by applicable law) sufficient in amount to pay the principal of, redemption premium, if any, and interest on the Bonds as the same become due. Such ad valorem tax shall be assessed, levied and collected in the same manner and at the same time as other Town ad valorem taxes are assessed, levied and collected and the proceeds of said tax shall be applied solely to the payment of principal of and interest on the Bonds. THE FULL FAITH, CREDIT AND AD VALOREM TAXING POWER OF THE TOWN HAVE BEEN PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST AND REDEMPTION PREMIUM, IF ANY, ON THE BONDS. SEE "SECURITY FOR THE BONDS" herein.

The Bonds are offered when, as and if issued and accepted by the Underwriters, subject to the opinion on certain legal matters relating to their issuance by Weiss Serota Helfman Cole & Bierman, P.L., Coral Gables, Florida, Bond Counsel. Certain legal matters will be passed on for the Town by Weiss Serota Helfman Cole & Bierman, P.L., Coral Gables, Florida, Disclosure Counsel and Town Attorney. Certain legal matters will be passed upon for the Underwriters by its counsel Bryant Miller Olive P.A., Miami, Florida. Estrada Hinojosa & Company, Inc., Miami, Florida is serving as Financial Advisor to the Town with respect to the Bonds. It is expected that settlement for the Bonds will occur through the facilities of DTC in New York, New York, on or about _____, 2016.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read this entire official statement to obtain information essential to making an informed investment decision.

Raymond James

Stifel, Nicolaus & Company, Incorporated

Dated: _____, 2016

* Preliminary; subject to change.

\$ _____ *

**TOWN OF GOLDEN BEACH, FLORIDA
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2016**

**MATURITIES, AMOUNTS, INTEREST RATES, PRICES OR YIELDS, AND INITIAL CUSIP
NUMBERS**

<u>Maturity</u> <u>(January 1)</u>	<u>Principal Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price or</u> <u>Yield</u>	<u>Initial</u> <u>CUSIP No.*</u>
---	--------------------------------	--	---	---

\$ _____ % Term Bonds due on January 1, _____ -- Yield _____% -- Initial CUSIP No.
_____**

\$ _____ % Term Bonds due on January 1, _____ -- Yield _____% -- Initial CUSIP No.
_____**

* Preliminary; subject to change.

** CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by Standards & Poor's Financial Services LLC on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. CUSIP numbers are included herein solely for the convenience of the purchasers of the Bonds. Neither the Town nor the Underwriters shall be responsible for the selection or correctness of the CUSIP numbers set forth herein.

TOWN OF GOLDEN BEACH, FLORIDA

MAYOR

Glenn Singer

COUNCIL MEMBERS

Kenneth Bernstein, Vice-Mayor
Amy Isackson-Rojas
Judy Lusskin
Bernard Einstein

TOWN MANAGER

Alexander Diaz

TOWN CLERK

Lisette Perez

FINANCE DIRECTOR

Maria Camacho

TOWN ATTORNEY

Weiss Serota Helfman Cole & Bierman, P.L.
Coral Gables, Florida

BOND COUNSEL AND DISCLOSURE COUNSEL

Weiss Serota Helfman Cole & Bierman, P.L.
Coral Gables, Florida

FINANCIAL ADVISOR

Estrada Hinojosa & Company, Inc.
Miami, Florida
Dallas, Texas

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE TOWN OF GOLDEN BEACH, FLORIDA (THE "TOWN") OR THE UNDERWRITERS TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS OFFICIAL STATEMENT, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE TOWN OR THE UNDERWRITERS. THIS OFFICIAL STATEMENT NEITHER CONSTITUTES AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, NOR SHALL THERE BE ANY SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE TOWN, THE DEPOSITORY TRUST COMPANY (AS TO ITSELF AND THE BOOK-ENTRY ONLY SYSTEM), AND OTHER SOURCES WHICH ARE BELIEVED TO BE RELIABLE, BUT SUCH INFORMATION IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF, THE UNDERWRITERS. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE THE IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE TOWN SINCE THE DATE HEREOF.

THE UNDERWRITERS HAVE REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS A PART OF, THEIR RESPONSIBILITY TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITERS DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

UPON ISSUANCE, THE BONDS WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE, AND NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL, STATE, MUNICIPAL OR OTHER GOVERNMENTAL ENTITY, OTHER THAN THE TOWN, WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT OR APPROVED THE BONDS FOR SALE. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

REFERENCES HEREIN TO LAWS, RULES, REGULATIONS, RESOLUTIONS, AGREEMENTS, REPORTS AND OTHER DOCUMENTS DO NOT PURPORT TO BE COMPREHENSIVE OR DEFINITIVE. ALL REFERENCES TO SUCH DOCUMENTS ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PARTICULAR DOCUMENT, THE FULL TEXT OF WHICH MAY CONTAIN QUALIFICATIONS OF AND EXCEPTIONS TO STATEMENTS MADE HEREIN. WHERE FULL TEXTS HAVE NOT BEEN INCLUDED AS APPENDICES TO THIS OFFICIAL STATEMENT THEY MAY BE OBTAINED FROM LISSETTE PEREZ, TOWN CLERK, 1 GOLDEN BEACH DRIVE, GOLDEN BEACH, FLORIDA 33160, (305) 932-0744, UPON PREPAYMENT OF REPRODUCTION COSTS, POSTAGE AND HANDLING EXPENSES.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY UPON THEIR OWN EXAMINATION OF THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN

MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITERS MAY OFFER AND SELL THE BONDS TO CERTAIN DEALERS AND OTHERS AT YIELDS HIGHER THAN THE PUBLIC OFFERING YIELDS REFLECTED ON THE INSIDE COVER PAGE OF THIS OFFICIAL STATEMENT, AND SUCH PUBLIC OFFERING YIELDS MAY BE CHANGED FROM TIME TO TIME, AFTER THE INITIAL OFFERING TO THE PUBLIC, BY THE UNDERWRITERS.

THE ORDER AND PLACEMENT OF MATERIALS IN THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, ARE NOT TO BE DEEMED A DETERMINATION OF RELEVANCE, MATERIALITY OR IMPORTANCE, AND THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, MUST BE CONSIDERED IN ITS ENTIRETY. THE CAPTIONS AND HEADINGS IN THIS OFFICIAL STATEMENT ARE FOR CONVENIENCE OF REFERENCE ONLY AND IN NO WAY DEFINE, LIMIT OR DESCRIBE THE SCOPE OR INTENT, OR AFFECT THE MEANING OR CONSTRUCTION, OF ANY PROVISIONS OR SECTIONS IN THIS OFFICIAL STATEMENT. THE OFFERING OF THE BONDS IS MADE ONLY BY MEANS OF THIS ENTIRE OFFICIAL STATEMENT.

THIS OFFICIAL STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS EITHER IN BOUND PRINTED FORM ("ORIGINAL BOUND FORMAT") OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITE: [www.MuniOS.com.] THIS OFFICIAL STATEMENT MAY BE RELIED UPON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT OR AS PRINTED IN ITS ENTIRETY DIRECTLY FROM SUCH WEBSITE.

THIS PRELIMINARY OFFICIAL STATEMENT IS IN A FORM DEEMED FINAL BY THE TOWN FOR PURPOSES OF RULE 15C2-12 ISSUED UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN INFORMATION PERMITTED TO BE OMITTED PURSUANT TO RULE 15C2-12(B)(1).

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OFFICIAL STATEMENT
relating to the issuance of
\$ _____*
TOWN OF GOLDEN BEACH, FLORIDA
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2016
INTRODUCTION

General

The purpose of this Official Statement, which includes the cover and inside cover page and the Appendices hereto, is to furnish information with respect to the issuance by the Town of Golden Beach, Florida (the “Town”) of its General Obligation Refunding Bonds, Series 2016, in the aggregate principal amount of \$ _____* (the “Bonds”). The Bonds are authorized to be issued pursuant to the Constitution and the laws of the State of Florida, including Chapter 166, Florida Statutes, as amended, Sections 132.33 through 132.47, Florida Statutes, as amended, the Charter of the Town and other applicable provisions of law (the “Act”), and pursuant to the bond referendum of the Town held pursuant to Resolution No. 1854.07 adopted by the Town Council of the Town (the “Town Council”) on July 17, 2007 (the “Referendum Resolution”), and pursuant to Resolution No. _____ adopted by the Town Council on _____, 2016 (the “Bond Resolution”).

The Bonds are being issued to (i) refund the Town’s outstanding \$14,445,000 General Obligation Bonds, Series 2008 (the “2008 Bonds”), other than the 2008 Bonds maturing on January 1, 2017 and January 1, 2018 (the 2008 Bonds being refunded are referred to as the “Refunded Bonds”), (ii) defease the 2008 Bonds maturing on January 1, 2018 (the “Defeased Bonds”) and (iii) pay the costs of issuance of the Bonds. See “PURPOSE OF THE BONDS – Plan of Refunding” and “ESTIMATED SOURCES AND USES OF FUNDS” herein. Proceed of the Refunded Bonds and the Defeased Bonds were used to finance various capital improvements in the Town, including streetscape projects, traffic calming improvement projects, underground power, telephone and cable utility lines, removal of existing poles, pole-mounted equipment and overhead lines, replacement of ground-mounted equipment, utility line burial, including related earthwork, off-site roadway improvements, landscaping and irrigation in public rights of way, acquisition of certain lands in connection with certain of such infrastructure improvements (the “Project”). The issuance of general obligation bonds for the Project was approved by a majority of the qualified electors of the Town voting in a bond referendum held on November 6, 2007 (the “Bond Referendum”). Such referendum was authorized pursuant to the Referendum Resolution.

The Bonds are general obligation bonds of the Town to which the full faith and credit and taxing power of the Town are irrevocably pledged. The Bonds are payable from ad valorem taxes levied without limitation as to rate or amount on all taxable property within the Town (excluding exemptions as provided by law), sufficient in amount to pay the principal of and interest, and redemption premiums, if any, on the Bonds. See “SECURITY FOR THE BONDS” herein.

* Preliminary; subject to change.

Capitalized terms used but not defined in this Official Statement shall have the same meaning as when used in the Bond Resolution unless the context would clearly indicate otherwise. The applicable definitions are contained in the Bond Resolution attached as Appendix C hereto. The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is made to the originals of all such documents for full and complete statements of all matters of fact relating to the Bonds, the security for the payment of the Bonds, and the rights and obligations of registered owners thereof. In particular, certain provisions of the Bond Resolution are summarized herein, but these summaries are qualified by the complete provisions of the Bond Resolution, and reference is made to the Bond Resolution for additional provisions not summarized herein. Copies of such documents may be obtained from Lissette Perez, Town Clerk, 1 Golden Beach Drive, Golden Beach, Florida 33160, (305) 932-0744, upon prepayment of reproduction costs, postage and handling expenses.

The assumptions, estimates, projections and matters of opinion contained in this Official Statement, whether or not so expressly stated, are set forth as such and not as matters of fact, and no representation is made that any of the assumptions or matters of opinion herein are valid or that any projections or estimates contained herein will be realized. See "FORWARD LOOKING STATEMENTS" herein. Neither this Official Statement nor any other statement which may have been made verbally or in writing in connection with the Bonds, other than the Bond Resolution, is to be construed as a contract with the registered owners of the Bonds.

PURPOSE OF THE BONDS

General

The Bonds are being issued to (i) refund the Refunded Bonds, (ii) defease the Defeased Bonds, and (iii) pay the costs of issuance of the Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" herein.

Plan of Refunding

Upon delivery of the Bonds, Branch Banking and Trust Company, Wilson, North Carolina (the "Escrow Agent"), will enter into an Escrow Deposit Agreement (the "Escrow Agreement") with the Town, to provide for the refunding of the Refunded Bonds and the defeasance of the Defeased Bonds. The Escrow Agreement creates an irrevocable escrow deposit trust fund (the "Escrow Fund") which will be held by the Escrow Agent, and the money held therein will be applied to the payment of principal of and interest on the Refunded Bonds and the Defeased Bonds. Immediately upon the issuance and delivery of the Bonds, the Town will transfer certain of the proceeds from the sale of the Bonds and other legally available moneys of the Town to the Escrow Agent for deposit into the Escrow Fund. Money deposited in the Escrow Fund will be invested in direct obligations of the United States of America ("Escrow Securities"), and any cash remaining after such purchase will be held uninvested. The Escrow Securities will mature at such times and in such amounts so that the maturing principal, together with the investment income, when due and received by the Escrow Agent, and other moneys remaining uninvested in the Escrow Fund, will be sufficient to pay the principal of, maturity amount and accrued interest on the Refunded Bonds and the Defeased Bonds and to redeem the Refunded Bonds on their redemption date. _____ (the "Verification Agent") has verified the arithmetic accuracy of the computations of the adequacy of the maturing principal of an interest on the Government Obligations and the uninvested cash deposited to the Escrow Fund to pay when due the principal of and interest on the Refunded Bonds and the Defeased Bonds, and to redeem the Refunded Bonds on their redemption date. See "VERIFICATION OF MATHEMATICAL COMPUTATIONS." The moneys held in the Escrow Fund are pledged solely for the benefit of the holders

of the Refunded Bonds and the Defeased Bonds, and will not be available for payment of debt service on the Bonds.

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds expected to be received from the sale of the Bonds and their expected applications are as follows:

Sources of Funds

Par Amount of Bonds	\$
Net Original Issue Premium	

Total Sources	<u>\$</u>
----------------------	------------------

Uses of Funds

Deposit to Escrow Fund	\$
Underwriters' Discount	
Costs of Issuance ⁽¹⁾	

Total Uses	<u>\$</u>
-------------------	------------------

(1) Includes legal, financial advisor, rating agency, printing and other related fees.

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DEBT SERVICE SCHEDULE

The following table sets forth the approximate aggregate debt service requirements for the Bonds.

Bond Year Ending (July 1)	Principal <u>Amount</u>	<u>Interest</u>	Total <u>Debt Service</u>
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
	<u>\$</u>	<u>\$</u>	<u>\$</u>

DESCRIPTION OF THE BONDS

General

The Bonds will be dated as of their date of delivery, will be issued in fully registered form, without coupons, in denominations of \$5,000 and in integral multiples thereof and will bear interest payable semi-annually on each January 1 and July 1, commencing on January 1, 2017 (each an “Interest Payment Date”) at the interest rates (computed on the basis of a 360-day year consisting of twelve 30-day months) and mature on the dates set forth on the inside cover page of this Official Statement. Certain of the Bonds will be subject to redemption as described under “Redemption Provisions” herein.

The Bonds will be payable in lawful money of the United States of America at the offices of Branch Banking and Trust Company, as Paying Agent (the “Paying Agent”), in Wilson, North Carolina. Branch Banking and Trust Company is also serving as the initial Bond Registrar for the Bonds (the “Bond Registrar”). Interest on the Bonds shall be paid by check or draft drawn upon the Paying Agent and mailed to the registered owners of the Bonds at the addresses as they appear on the registration books maintained

by the Bond Registrar at the close of business on the 15th day (whether or not a business day) of the month next preceding the interest payment date (the "Record Date"), irrespective of any transfer or exchange of such Bonds subsequent to such Record Date and prior to such interest payment date, unless the Town shall be in default in payment of interest due on such interest payment date; provided, however, that (1) if ownership of Bonds is maintained in a book-entry only system by a securities depository, such payment may be made by automatic funds transfer (wire) to such securities depository or its nominee or (2) if such Bonds are not maintained in a book-entry only system by a securities depository, upon written request of the holder of \$1,000,000 or more in principal amount of Bonds, such payments may be made by wire transfer to the bank and bank account specified in writing by such holder on or prior to the Record Date (such bank being a bank within the continental United States), if such holder has advanced to the Paying Agent the amount necessary to pay the cost of such wire transfer or authorized the Paying Agent to deduct the cost of such wire transfer from the payment due such holder. In the event of any default in the payment of interest, such defaulted interest shall be payable to the persons in whose names such Bonds are registered at the close of business on a special record date for the payment of such defaulted interest as established by notice deposited in the U.S. mails, postage prepaid, by the Paying Agent to the registered owners of the Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth day (whether or not a business day) preceding the date of mailing.

Redemption Provisions*

Optional Redemption. The Bonds maturing before January 1, 20__, are not subject to optional redemption prior to their maturity. The Bonds maturing on or after January 1, 20__ shall be subject to redemption prior to their maturity, at the option of the Town on or after January 1, 20__, as a whole or in part at any time, and if in part as selected by the Town among maturities and by lot within a maturity if less than the entire maturity is to be redeemed, at a redemption price of 100% of the principal amount thereof plus accrued interest from the most recent interest payment date to the redemption date.

Mandatory Redemption. The Bonds maturing on January 1, 20__ are subject to mandatory sinking fund redemption prior to maturity, in part, to be selected by lot, at a redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date, in the following years and in the following principal amounts:

Year (January 1)	<u>Principal Amount</u>
---------------------	-------------------------

**Final Maturity

* Preliminary; subject to change.

The Bonds maturing on January 1, 20__ are subject to mandatory sinking fund redemption prior to maturity, in part, to be selected by lot, at a redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date, in the following years and in the following principal amounts:

Year (January 1)	<u>Principal Amount</u>
---------------------	-------------------------

****Final Maturity**

Notice of Redemption. Notice of redemption shall be given by deposit in the U.S. mail of a copy of a redemption notice, postage prepaid, at least thirty (30) and not more than forty-five (45) days before the redemption date to all registered owners of the Bonds or portions of the Bonds to be redeemed at their addresses as they appear on the registration books to be maintained in accordance with the provisions hereof. Failure to mail any such notice to a registered owner of a Bond, or any defect therein, shall not affect the validity of the proceedings for redemption of any Bond or portion thereof with respect to which no failure or defect occurred. Such notice shall set forth the date fixed for redemption, the rate of interest borne by each Bond being redeemed, the name and address of the Bond Registrar and Paying Agent, the redemption price to be paid and, if less than all of the Bonds then outstanding shall be called for redemption, the distinctive numbers and letters, including CUSIP numbers, if any, of such Bonds to be redeemed and, in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Bond is to be redeemed in part only, the notice of redemption which relates to such Bond shall also state that on or after the redemption date, upon surrender of such Bond, a new Bond or Bonds in a principal amount equal to the unredeemed portion of such Bond will be issued.

In the case of an optional redemption, the notice of redemption may state that (1) it is conditioned upon the deposit of moneys with the Paying Agent or with an escrow agent under an escrow deposit agreement, in amounts necessary to effect the redemption, no later than the redemption date or (2) the Town retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described in this paragraph. Any such notice of Conditional Redemption shall be captioned "Conditional Notice of Redemption." Any Conditional Redemption may be rescinded at any time prior to the redemption date if the Town delivers a written direction to the Paying Agent directing the Paying Agent to rescind the redemption notice. The Paying Agent shall give prompt notice of such rescission to the affected Bondholders. Any Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and neither the rescission nor the failure by the Town to make such moneys available shall constitute an event of default under the Bond Resolution. The Town shall give immediate notice to each municipal securities information repository as may be required by law or applicable legislation (each such information repository, a "MSIR") and the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain Outstanding.

Any notice mailed as provided in the Bond Resolution shall be conclusively presumed to have been duly given, whether or not the owner of such Bond receives such notice.

In addition to the mailing of the notice described above, each notice of redemption and payment of the redemption price shall meet the requirements set forth in clauses (i) and (ii) below; provided, however, that, notwithstanding any other provision of the Bond Resolution to the contrary, failure to comply with the terms of this paragraph shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as otherwise described above.

(i) Each notice of redemption shall be sent at least thirty (30) days before the redemption date by registered or certified mail or overnight delivery service or email to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(ii) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

The Bond Registrar shall not be required to transfer or exchange any Bond after the publication and mailing of a notice of redemption nor during the period of fifteen (15) days next preceding publication and mailing of a notice of redemption.

Effect of Redemption. Notice having been given in the manner and under the conditions provided in the paragraphs above, the Bonds or portions of Bonds so called for redemption shall, on the redemption date designated in such notice, become and be due and payable at the redemption price provided for redemption for such Bonds or portions of Bonds on such date. On the date so designated for redemption, moneys for payment of the redemption price being held in separate accounts by the Paying Agent or other Authorized Depository in trust for the registered owners of the Bonds or portions thereof to be redeemed, all as provided in the Bond Resolution, interest on the Bonds or portions of Bonds so called for redemption shall cease to accrue, such Bonds and portions of Bonds shall cease to be entitled to any lien, benefit or security under the Bond Resolution and shall be deemed paid thereunder, and the registered owners of such Bonds or portions of Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof and, to the extent provided in the next paragraph, to receive Bonds for any unredeemed portions of the Bonds.

In case part but not all of an outstanding fully registered Bond shall be selected for redemption, the registered owners thereof shall present and surrender such Bond to the Paying Agent for payment of the principal amount thereof so called for redemption, and the Town shall execute and deliver to or upon the order of such registered owner, without charge therefor, for the unredeemed balance of the principal amount of the Bonds so surrendered, a Bond or Bonds fully registered as to principal and interest.

Bonds or portions of Bonds that have been duly called for redemption under the provisions of the Bond Resolution, or as to which irrevocable instructions to call for redemption have been given by the Town, and with respect to which amounts (including Government Obligations) sufficient to pay the principal of, redemption premium, if any, and interest to the date fixed for redemption shall be delivered to and held in separate trust accounts by any Authorized Depository or the Paying Agent in trust for the registered owners thereof, as provided in the Bond Resolution, shall not be deemed to be Outstanding under the provisions of the Bond Resolution and shall cease to be entitled to any lien, benefit or security under the Bond Resolution, except to receive the payment of the redemption price on or after the designated date

of redemption from moneys deposited with or held by the Authorized Depository or Paying Agent, as the case may be, for such redemption of the Bonds and, to the extent provided in the Bond Resolution, to receive Bonds for any unredeemed portion of the Bonds.

If the date for payment of the principal of, redemption premium, if any, or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Town where the corporate trust office of the Paying Agent is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Book-Entry Only System

The following information concerning The Depository Trust Company (“DTC”) and DTC’s book-entry system is based solely on information furnished by DTC on its website for inclusion in this Official Statement, that the Town and the Underwriters believe to be reliable, but neither the Town nor the Underwriters take responsibility for the accuracy thereof.

The Depository Trust Company (“DTC”), New York, New York, or its successor, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each interest rate of each maturity in the aggregate principal amount of such maturity of the Bonds, as set forth on the inside cover page of this Official Statement, and will be deposited with DTC. References herein to registered owners of the Bonds, shall mean DTC or Cede & Co., and shall not mean the Beneficial Owners referred to below. Certain portions of the following information have been furnished by DTC. So long as Cede & Co. is the registered owner of the Bonds, payments of the principal of and interest due on the Bonds will be payable directly to DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of the Bonds (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bonds documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices will be sent to DTC. If less than all of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Town as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments (including redemption payments) on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the Town or the Paying Agent on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent or the Town, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the Town

or the Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the Town or the Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, bond certificates are required to be printed and delivered.

The Town may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Town believes to be reliable, but the Town takes no responsibility for the accuracy thereof.

SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE SOLE REGISTERED OWNER, THE TOWN AND THE PAYING AGENT SHALL TREAT CEDE & CO. AS THE ONLY OWNER OF THE BONDS FOR ALL PURPOSES UNDER THE BOND RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE TOWN AND THE PAYING AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER SUCH BOND RESOLUTION. NEITHER THE TOWN, THE PAYING AGENT, NOR THE UNDERWRITERS WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (A) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY PARTICIPANT; (B) THE PAYMENT BY ANY PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF, OR PREMIUM, IF ANY, OR INTEREST ON, THE BONDS; (C) THE DELIVERY OR TIMELINESS OF DELIVERY BY ANY PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE BOND RESOLUTION TO BE GIVEN TO BONDHOLDERS; (D) THE SELECTION BY DTC OR ANY DTC PARTICIPANT OR INDIRECT PARTICIPANT OF ANY BENEFICIAL OWNER TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE BONDS; OR (E) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR CEDE & CO., AS REGISTERED OWNER.

Registration, Transfer and Exchange

The Bonds will be and have all the qualities and incidents of negotiable instruments under the Uniform Commercial Code - Investment Securities Laws of the State of Florida, subject to the DTC book-entry only system and to the provisions for registration, exchange and transfer contained in the Bond Resolution and in the Bonds.

Subject to the DTC book-entry system, any Bond may be transferred upon the registration books maintained by the Bond Registrar upon delivery thereof to the designated corporate trust office of the Bond Registrar accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Bond Registrar, duly executed by the Bondholder or his attorney-in-fact or legal representative, containing written instructions as to the details of the transfer of such Bond, along with the social security number or federal employer identification number of such transferee. In all cases of a transfer of a Bond, the Bond Registrar shall at the earliest practical time in accordance with the terms hereof

enter the transfer of ownership in the registration books and shall deliver in the name of the new transferee or transferees a new fully registered Bond or Bonds of the same maturity and interest rate and of authorized denomination or denominations, for the same aggregate principal amount and payable from the same source of funds. Bonds may be exchanged at the office of the Bond Registrar for a like aggregate principal amount of Bonds, of other authorized denominations of the same, maturity and interest rate. The Town and the Bond Registrar may charge the Bondholder for the registration of every transfer or exchange of a Bond an amount sufficient to reimburse them for any tax, fee or any other governmental charge required (other than by the Town) to be paid with respect to the registration of such transfer or exchange, and may require that such amounts be paid before any such new Bond shall be delivered.

The Town, the Bond Registrar, and the Paying Agent may deem and treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of receiving payment of the principal thereof and the interest and redemption premium, if any, thereon.

Replacement of Bonds Mutilated, Destroyed, Stolen or Lost

If any Bond is mutilated, destroyed, stolen or lost, the Town or its agent may, in its discretion (i) deliver a duplicate replacement Bond, or (ii) pay a Bond that has matured or is about to mature. A mutilated Bond shall be surrendered to and canceled by the Bond Registrar. The Bondholder must furnish the Town and the Bond Registrar proof of ownership of any destroyed, stolen or lost Bond; post satisfactory indemnity; comply with any reasonable conditions the Town and the Bond Registrar may prescribe; and pay the Town's and the Bond Registrar's reasonable expenses.

Any such duplicate Bond shall constitute an original contractual obligation on the part of the Town whether or not the destroyed, stolen or lost Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights as to lien on, and source of payment of and security for payment from, the funds pledged to the payment of the Bond so mutilated, destroyed, or stolen or lost.

SECURITY FOR THE BONDS

The Bonds are payable from ad valorem taxes assessed, levied and collected on all taxable property in the Town (excluding exemptions as required by law) without limitation as to rate or amount. The direct annual property tax provided to pay the Bonds is required to be levied upon all taxable property within the corporate limits of the Town, except property of such nature as may be exempt from taxation under the provisions of the Constitution and laws of the State of Florida (the "State"). The ad valorem taxes so levied and collected shall be in addition to all other taxes so collected, shall be in an amount sufficient to pay the principal of and interest and redemption premium, if any, on the Bonds as the same shall become due and shall be assessed, levied and collected in the same manner and at the same time as other ad valorem taxes. The proceeds of such tax shall be applied solely to the payment of the principal of and interest and redemption premium, if any, on the Bonds. See "AD VALOREM TAXATION" herein.

Pursuant to the Bond Resolution, the full faith, credit and ad valorem taxing power of the Town are irrevocably pledged to the punctual payment of the principal of and interest on, and redemption premium, if any, on the Bonds as the same shall become due and payable. The Town has covenanted under the Bond Resolution to diligently enforce its right to assess such taxes and to enforce and collect such taxes. The Town has further covenanted that it will not take any action that would impair or adversely affect its rights to levy, collect and receive such taxes, or impair or adversely affect in any manner the pledge of such taxes made in the Bond Resolution or the rights of the holders of the Bonds.

The tax assessed, levied and collected for the security and payment of the Bonds shall be assessed, levied and collected in the same manner and at the same time as other taxes are assessed, levied and collected and the proceeds of said tax shall be applied solely to the payment of the principal of and interest on the Bonds. On or before each interest or principal payment date of the Bonds, the Town shall transfer to the Paying Agent for deposit in the Debt Service Fund established under the Bond Resolution an amount sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds then due and payable. The Bond Resolution authorizes and directs the Paying Agent to apply such funds to said payment.

AD VALOREM TAXATION

General

Florida law requires that all real and personal property be assessed at its just or fair market value, subject to certain exceptions and exemptions. No ad valorem taxes may be levied by the State upon real estate or tangible personal property. Such taxes may be levied only by counties, school districts, municipalities and certain special districts. Railroad properties are centrally assessed at the State level.

Real property used for the following purposes is generally exempt from ad valorem taxation: religious, educational, charitable, scientific, literary, and governmental. In addition, there are special exemptions for widows, hospitals, homesteads, working waterfronts and homes for the aged and disabled veterans. Agricultural land, non-commercial recreational land, inventory, and livestock are assessed at less than 100% of fair market value.

In 2011, the Florida Legislature created Section 194.014, Florida Statutes, which requires that taxpayers appealing the assessed value or assigned classification of their property must make a required partial payment of taxes (generally equal to 75% of the ad valorem taxes due, less the applicable statutory discount, if any) with respect to properties that will have a petition pending on or after the delinquency date (normally April 1). The statute further provides that a taxpayer's failure to make the required partial payment before the delinquency date (normally April 1) will result in the denial of the taxpayer's petition.

Every person who has the legal title or beneficial title in equity to real property in the State and who resides thereon and in good faith makes the same his or her permanent residence or the permanent residence of others legally or naturally dependent upon such person is entitled to an exemption from ad valorem taxation by counties up to the assessed valuation of \$50,000 on the residence and contiguous real property.

The County Property Appraiser applies the final certified millage of each taxing body to the assessed valuation on each item of real and tangible personal property, and prepares the final tax roll which he certifies to the County Tax Collector by January 1. This permits the printing of tax bills for delivery on or about November 1 of each year. The tax bills contain all of the overlapping and underlying millages set by the various taxing bodies, so that all ad valorem taxes are collected by the County Tax Collector and distributed to the various taxing bodies.

Truth in Millage Bill

The Florida Legislature enacted the Truth in Millage Bill (the "Trim Bill") requiring that only governing bodies of taxing authorities fix the millage rate and requiring that all non-exempt property be assessed at one hundred percent (100%) of just value, with certain exemptions.

Property Assessment Procedures

Property taxes (ad valorem taxes) are assessed on April 1 (the lien date) and are billed and payable November 1. They are due March 31 and become delinquent April 1 of the following calendar year in which the taxes were levied. On or before June 1 or the sixtieth (60th) day after the date of delinquency, whichever is later, delinquent taxes are offered for sale in the form of tax certificates. Assessed values are established by the County Property Appraiser for all properties in the County at approximately fair market value. The County bills and collects all property taxes for the Town. The assessed value of property within the Town at April 1, 2016, upon which the Town's 2016-2017 ad valorem tax levy will be based, was approximately \$952,564,565.

Under Florida law, the assessment of all properties and the collection of all county, municipal, school district and special district property taxes are consolidated in the offices of the County Property Appraiser and County Tax Collector. The Town is permitted by Article 7, Section 9(b) of the Florida Constitution to levy taxes up to 10 mills (\$10 per \$1,000 of assessed valuation) for general governmental services other than general obligation debt service. To the extent required by voter approved general obligation debt, such as the Bonds, unlimited amounts of ad valorem taxes may be levied to pay debt service on such general obligation debt. The millage rate levied by the Town to finance general governmental services for the 2016-2017 fiscal year is 7.3960 mills (\$7.3960 per \$1,000 of assessed valuation).

Section 4 of Article VII of the Florida Constitution provides, with certain exceptions: "By general law regulations shall be prescribed which shall secure a just valuation of all real property for ad valorem taxation." The factors considered in arriving at a just valuation, as set forth in Section 193.011, Florida Statutes, as amended, are summarized as follows:

- (1) the present cash value of the property;
- (2) the highest and best use to which the property can be expected to be put in the immediate future and the present use of the property;
- (3) the location of the property;
- (4) the quantity or size of the property;
- (5) the cost of the property and the present replacement value of any improvements to the property;
- (6) the condition of the property;
- (7) the income from the property; and
- (8) the net proceeds of the sale of the property after deduction of all usual and reasonable fees and costs of sale.

The property owner has the right to file an appeal with the County Value Adjustment Board, which considers petitions relating to assessments and exemptions. The County Value Adjustment Board certifies the assessment roll upon completion of the hearing of all appeals. Millage rates are then computed by the various taxing authorities and certified to the County Property Appraiser, who applies the millage rates to the assessment roll. This procedure creates the tax roll which is then annually turned over to the County Tax Collector on or about the first Monday in October.

Levy and Collection of Ad Valorem Taxes

A notice is mailed to each property owner on the tax roll for the taxes levied by cities, counties, school boards, and other taxing authorities. All taxes are due and payable on November 1 of each year or as soon thereafter as the certified tax roll is received by the County Tax Collector. Taxes may be paid upon receipt of such notice with discounts at the rate of 4% if paid in the month of November; 3% if paid in the month of December; 2% if paid in the month of January; and 1% if paid in the month of February. Taxes paid during the month of March are without discount. Taxes become delinquent on

April 1 following the year in which they are assessed or 60 days after mailing of the original tax notice, whichever is later. If the delinquency date for ad valorem taxes is later than April 1 of the year following the year in which taxes are assessed, all dates or time periods specified in the Florida Statutes relative to the collection of, or administrative procedures regarding, delinquent taxes shall be extended a like number of days.

Exemptions from the ad valorem tax include the first \$25,000 of assessed value for a homestead; homestead property of totally and permanently disabled persons; improved real property on which a renewable energy source device is installed and operated; inventory; property used by not-for-profit hospitals, nursing homes and homes for special services; property used by certain not-for-profit homes for the aged; property used exclusively for educational purposes by educational institutions or other exempt organizations, including charter schools; property owned by certain charitable, literary, religious or scientific organizations and used predominately for such purposes; property owned and used for educational purposes by labor organizations; property of certain community centers; certain property used for affordable housing; property owned and used by certain governmental units; property of certain not-for-profit sewer and water companies; and the first \$500 of property of every widow, widower, blind person or disabled person.

In addition to the Save Our Homes Amendment and additional homestead amendment (described below) authorizing exemptions under the Florida Constitution, pursuant to Section 193.703, Florida Statutes, a county may provide a reduction in the assessed value of homestead property which results from the construction or reconstruction of the property for the purpose of providing living quarters for one or more natural or adoptive parents or grandparents of the owner of the property or of the owner's spouse if at least one of the parents or grandparents for whom living quarters are provided is at least 62 years of age. The reduction may not exceed the lesser of the increase in assessed value relating from such construction or reconstruction or 20% of the total assessed value of the property as improved.

Constitutional Amendments and Property Tax Reform

During recent years, various legislative proposals and constitutional amendments relating to ad valorem taxation and revenue limitation have been introduced in the State. Many of these proposals sought to provide for new or increased exemptions to ad valorem taxation, limit the amount of revenues that local governments could generate or otherwise restrict the ability of local governments in the State to levy ad valorem taxes at recent, historical levels. There can be no assurance that similar or additional legislative proposals or constitutional amendments will not be introduced or enacted in the future that would have a material adverse effect upon the Town's finances.

Several constitutional and legislative amendments affecting ad valorem taxes have been approved by voters in the past, including the following:

By voter referendum held on November 3, 1992, Article VII, Section 4 of the Florida Constitution was amended by adding thereto a subsection which, in effect, limits the increases in assessed just value of homestead property to the lesser of (a) 3% of the assessment for the prior year or (b) the percentage change in the Consumer Price Index for all urban consumers, U.S. Town Average, All Items 1967=100, or successor reports for the preceding calendar year as initially reported by the United States Department of Labor, Bureau of Labor Statistics (the "Save Our Homes Amendment"). Further, the Save Our Homes Amendment provides that (1) no assessment shall exceed just value; (2) after any change of ownership of homestead property or upon termination of homestead status, such property shall be reassessed at just value

as of April 1 of the year following the year of sale or change of status; (3) new homestead property shall be assessed at just value as of April 1 of the year following the establishment of the homestead; and (4) changes, additions, reductions or improvements to homestead property shall initially be assessed as provided by general law, and thereafter as provided in the Save Our Homes Amendment. The effective date of the Save Our Homes Amendment was January 5, 1993, and the base year for determining compliance with the restrictions is 1994. The 1995 tax roll year was the first year such limitations were effective.

On November 3, 1998, the voters of the State approved an amendment to the Florida Constitution, effective April 1, 1999, to authorize the State Legislature to allow counties and municipalities to grant an additional homestead tax exemption not exceeding \$25,000 to certain persons 65 years or older whose household income does not exceed a specified amount.

On January 29, 2008, in a special election held in conjunction with the State's presidential primary, the requisite number of voters approved amendments to the Florida Constitution exempting certain portions of a property's assessed value from taxation. The following is a brief summary of certain important provisions contained in such amendments:

1. Provides for an additional exemption for the assessed value of homestead property between \$50,000 and \$75,000, thus doubling the existing homestead exemption for property with an assessed value equal to or greater than \$75,000.

2. Permits owners of homestead property to transfer their "Save Our Homes" benefit (up to \$500,000) to a new homestead property purchased within two years of the sale of their previous homestead property to which such benefit applied if the just value of the new homestead is greater than or is equal to the just value of the prior homestead. If the just value of the new homestead is less than the just value of the prior homestead, then owners of homestead property may transfer a proportional amount of their "Save Our Homes" benefit, with such proportional amount equaling the just value of the new homestead divided by the just value of the prior homestead multiplied by the assessed value of the prior homestead. As discussed above, the "Save Our Homes" amendment generally limits annual increases in ad valorem tax assessments for those properties with homestead exemptions to the lesser of three percent (3%) or the annual rate of inflation.

3. Exempts from ad valorem taxation \$25,000 of the assessed value of property subject to tangible personal property tax.

4. Limits increases in the assessed value of non-homestead property to 10% per year, subject to certain adjustments. The cap on increases would be in effect for a 10-year period, subject to extension by an affirmative vote of electors.

These amendments were effective for the 2008 tax year (fiscal year 2008-2009 for local governments).

In November 2008, three new constitutional amendments were approved by the voters, which: (a) allow the Florida Legislature, by general law, to exempt from the assessed value of residential homes, improvements made to protect property from wind damage and installation of a new renewable energy source device; (b) assess specified working waterfront properties based on current use rather than highest and best use; and (c) beginning in 2010, provide property tax exemption for real property perpetually used for conservation; and, for land not so perpetually encumbered, require the Florida Legislature to provide classification and assessment of land use for conservation purposes solely on the basis of character or use.

Florida voters approved in the November 2010 general election an additional homestead exemption for deployed military personnel which took effect April 1, 2011. The amount of exemption would equal the percentage of days during the prior calendar year that the military homeowner was deployed outside of the United States in support of military operations.

The 2012 Florida Legislature enacted Chapter 2012-193, Laws of Florida (HB7097). The statute provides that the base \$25,000 homestead exemption and the additional \$25,000 non-school levy homestead exemption apply before all other homestead exemptions, which shall then be applied in a manner that results in the lowest taxable value. The statute also provides that land, buildings, and other improvements to real property used exclusively for educational purposes shall be deemed owned by an educational institution for the purpose of an ad valorem exemption if the entity owning 100 percent of the land is a nonprofit entity and the land is used, under a ground lease or other contractual arrangement, by an educational institution that owns the buildings and other improvements to the real property, is a nonprofit entity under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and provides education limited to students in prekindergarten through grade 8. The statute grants an exemption to all property of municipalities if used as an essential ancillary function of a facility constructed with financing obtained in part by pledging proceeds from the convention development tax which is upon exempt or immune federal, state, or county property.

On November 6, 2012, three legislatively-referred Constitutional amendments included on the state ballot in Florida were approved by the voters. These were the Florida Veterans Property Tax, Amendment 2 (2012), the Florida Property Tax Exemption for Surviving Spouses, Amendment 9 (2012) and the Florida Senior Homestead Tax Exemption, Amendment 11 (2012). The Florida Veterans Property Tax Amendment, Amendment 2, allows for property tax discounts for disabled veterans and explicitly extends the rights to ad valorem tax discounts made available in 2012 to all veterans who were residents of Florida prior to their service, and to all combat-disabled veterans currently living in Florida, whether they were residents of Florida prior to their service or not). The Florida Property Tax Exemption for Surviving Spouses, Amendment 9 (2012), authorizes the legislature to totally or partially exempt surviving spouses of military veterans or first responders who died in the line of duty from paying property taxes. The Florida Senior Homestead Tax Exemption, Amendment 11 (2012), enables the legislature to authorize counties and municipalities to offer additional tax exemptions on the homes of low-income seniors.

[During the Florida Legislature's 2016 Regular Session, the Legislature passed Joint Resolution 1009 (CS/HJR 1009), proposing an amendment to the Florida Constitution to grant a full or partial property tax exemption on homestead property to first responders who are totally and permanently disabled as a result of an injury or injuries sustained in the line of duty. If the amendment to the Constitution is approved by 60% of the voters in the 2016 general election, the proposed effective date is January 1, 2017.

During the 2016 Regular Session, the Legislature also passed Joint Resolution 275 (CS/HJR 275), proposing an amendment to the Florida Constitution. The amendment would change the current law that allows counties and municipalities to grant a full exemption from property taxes to any person who has the legal or equitable title to real estate with a just value less than \$250,000, and who has maintained thereon the permanent residence of the owner for not less than 25 years, and who has attained age 65, and whose household income does not exceed \$20,000. The amendment would allow such person to continue receiving the exemption if the homestead's just value rises above \$250,000 either due to changes in the market or because of additions or improvements made to the property. In addition, the legislation operates retroactively to January 1, 2013 to allow individuals who were granted the exemption in prior years, but became ineligible for the exemption because the just value of the individual's homestead rose above \$250,000, to regain the exemption if they are otherwise still qualified. If the amendment to the Constitution

is approved by 60% of the voters in the 2016 general election, the proposed effective date is January 1, 2017.]

On January 1, 2001, the Town Council enacted Ordinance No. 450.99 authorizing an additional \$25,000 homestead exemption to real property within the Town for the owner of real estate who maintains on such property the owner's permanent residence and who is 65 years of age or older and whose household income does not exceed \$20,000 (subject to calculation and adjustment in accordance with applicable law).

The foregoing amendments did not alter any caps on millage rates otherwise set forth in the Florida Constitution. Since the Town has authority to increase the millage levy for general obligation debt to the amount necessary to satisfy the related debt service requirements, the amendments should not adversely affect the ability of the Town to pay the principal of and interest on the Bonds. There can be no assurance, however, that similar amendments or legislative proposals will not be introduced or enacted in the future that would have a material adverse effect upon the Town's finances.

Setting the Millage Rate

Article VII, Section 9 of the State Constitution provides that, exclusive of taxes levied for the payment of voter-approved general obligation bonds, cities may levy up to ten mills for municipal purposes. Pursuant to the State Constitution, there is no limit on the amount of ad valorem taxes a city may levy for the payment of debt service on voter-approved general obligation bonds.

Each respective millage rate, except as limited by law, is set on the basis of estimates of revenue needs and the total taxable property valuation within the taxing authority's respective jurisdiction. Ad valorem taxes are not levied in excess of actual budget requirements. By law, budget expenditures cannot exceed 95% of estimated revenues except for cash carry forward amounts.

Each year, the Property Appraiser is required to certify to each taxing authority the aggregate taxable value of all non-exempt property within the jurisdiction of the taxing authority, as well as the prior year's tax revenues, for use in connection with the determination of the forthcoming budget and millage levy. The form on which such certification is made by the Property Appraiser is required to include instructions to each taxing authority describing the proper method of computing a millage rate, which, exclusive of new construction, additions to structures, deletions, increases in the value of improvements that have undergone a substantial rehabilitation which increased the assessed value of such improvements by at least 100 percent, property added due to geographic boundary changes, total taxable value of tangible personal property within the jurisdiction in excess of 115 percent of the previous year's total taxable value, and any dedicated increment value, will provide the same ad valorem tax revenue for each taxing authority as was levied during the prior fiscal year. Such millage rate is known as the "rolled-back rate."

In adopting an annual budget, the taxing authority must first adopt proposed millage rates within 35 days of receipt from the Property Appraiser of the preliminary certificate of taxable value. A notice of the impact of the proposed millage rates adopted by each taxing authority on the proposed tax statement for each taxpayer is then mailed to each individual taxpayer. Next, the taxing authority must hold a public hearing to adopt a tentative budget with the proposed millage rate. A second public hearing is held to adopt a final budget and millage rate.

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Assessed Valuations

The following table shows the assessed valuations for the Town for Fiscal Years ended September 30, 2007 through September 30, 2016.

THE TOWN OF GOLDEN BEACH, FLORIDA ASSESSED VALUE AND ESTIMATED VALUE OF TAXABLE PROPERTY LAST TEN FISCAL YEARS

Fiscal Year Ended September 30	Taxable Value of Personal and Real Property for Operating Purposes	Valuation Adjustments	Total Taxable Assessed Value	Millage Rate
2007	\$705,403,202	\$6,132,713	\$699,270,489	8.5000
2008	725,190,545	18,553,698	706,636,847	7.6050
2009	712,373,295	4,210,733	708,162,562	7.1525
2010	644,237,679	4,364,364	639,873,315	7.0140
2011	630,682,606	-523,053	631,205,659	6.9799
2012	633,839,127	1,250,205	635,089,332	6.9950
2013	693,713,276	5,108,412	688,604,864	7.1130
2014	760,202,266	7,729,306	752,472,960	7.2450
2015	848,449,766	22,250,005	826,199,761	7.2748
2016	952,564,565	13,864,127	938,700,438	7.3960

Source: Miami-Dade County Property Appraiser

Notes: The Millage Rate is the rate used in the calculation for property taxes. One mill equals \$1.00 per \$ 1,000 of taxable value.

Millage Rates

The following table shows millage rates for the Town, the County, the Miami-Dade County School Board and other taxing authorities within the County for Fiscal Years ended September 30, 2006 through September 30, 2015.

**THE TOWN OF GOLDEN BEACH, FLORIDA
PROPERTY TAX RATES
DIRECT AND OVERLAPPING GOVERNMENTS
LAST TEN FISCAL YEARS¹**

Fiscal Year	Town Operating Millage	Town Debt Service Millage ²	Total Direct	Miami-Dade County	Miami-Dade County Schools	State Millage	Special Districts Millage	Total Direct and Overlapping
2006	8.5900	--	8.590	5.9000	8.105	0.7355	3.5593	26.8898
2007	8.5000	--	8.500	4.8646	7.948	0.6585	3.0552	25.0263
2008	7.6050	0.8950	8.500	5.1229	7.797	0.6585	3.0305	25.1089
2009	7.1525	1.3475	8.500	5.1229	7.995	0.6585	3.1093	25.3857
2010	7.0140	1.4860	8.500	5.8725	8.249	0.6585	3.3793	26.6593
2011	6.9799	1.5201	8.500	5.0900	8.005	0.4708	3.1422	25.2080
2012	6.9950	1.5050	8.500	4.9885	7.998	0.4634	3.1352	25.0851
2013	7.1130	1.3870	8.500	5.1255	7.977	0.4455	3.1348	25.1828
2014	7.2450	1.2550	8.500	5.1169	7.974	0.4187	3.2161	25.2257
2015	7.2748	1.1252	8.400	5.1169	7.612	0.3871	3.2133	24.7293

Source: Miami-Dade County Property Appraiser

¹The Millage Rate is the rate used in the calculation for property taxes. One mill equals \$1.00 per \$ 1,000 of taxable value. State Millage includes Florida Inland Navigation District, South Florida Water Management District and the Everglades Project. Special Districts millage includes Children's' Trust Authority, Library District and Fire Rescue.

² Millage levied by Town in connection with the Refunded Bonds.

Tax Collection

It is the County Tax Collector's duty on or before June 1 of each year, or the sixtieth (60th) day after the date of delinquency, whichever is later, to advertise and sell tax certificates on real property for which ad valorem taxes are delinquent from the previous April 1. The tax certificates must not be sold at less than the amount of the taxes plus interest from April 1 to the date of sale, together with the cost of advertising and expense of sale. Delinquent real property taxes bear interest at the rate of 18% per year from April 1 until a tax certificate is sold at auction. A landowner may, prior to the sale of a tax certificate, pay delinquent taxes, plus interest, together with a proportionate cost, if any, of advertising, and other costs and expenses. Tax certificates shall be sold to the person who accepts the lowest interest rate to be borne by the certificate, bid at sale, plus pays the delinquent taxes, interest and costs to date of sale. In case there are no bidders, the tax certificate is issued to the County, and the County, in such event, does not pay any consideration for such tax certificate. Proceeds from the sale of tax certificates are required to be used to pay ad valorem taxes, any non-ad valorem assessments included in the tax bill, interest, costs and charges on the land described in the tax certificate.

A tax certificate may be redeemed any time prior to the issuance of a tax deed by paying the County Tax Collector the face value of the tax certificate, interest, costs, charges and omitted taxes, if any, plus a redemption fee of \$6.25. The redeemer must pay the interest rate due on the certificate or 5% of the face amount of the certificate, whichever amount is greater, unless the certificate was bid at no interest.

Florida law provides a different method for the collection of delinquent tangible personal property taxes, which includes the possible seizure and sale of the tangible personal property.

Tax Deeds

Subject to the two (2) year abeyance period described below, any holder, other than a county, of a tax certificate which has not been redeemed has seven (7) years from the date of issuance of the tax certificate during which to act against the land that is the subject of the tax certificate. After an initial period ending two (2) years from April 1 of the year of issuance of a tax certificate, the holder of a tax certificate may apply for a tax deed to the subject land. The applicant is required to pay to the County Tax Collector all amounts required to redeem or purchase all outstanding tax certificates not held by the applicant covering the land, any omitted or delinquent taxes and non-ad valorem assessments, current taxes and non-ad valorem assessments, and interest, if due, covering the land. If the County holds a tax certificate and has not succeeded in selling it, the County must apply for a tax deed on all tax certificates on properties valued at \$5,000 or more two (2) years after April 1 of the year of issuance. The County may apply for tax deeds on county-held tax certificates on property valued at less than \$5,000, but is not required to do so. The County pays costs and fees to the County Tax Collector but not any amount to redeem any other outstanding tax certificates covering the land. Thereafter, the property is advertised for public sale. Any outstanding tax certificates will be satisfied from the proceeds received at such public sale.

In any such public sale, the holder of the tax certificate who is seeking a tax deed for non-homestead property is deemed to submit a minimum bid equal to the amount required to redeem the tax certificate, charges for cost of sale, redemption of other tax certificates issued on the property, and all other amounts paid by such holder to apply for the tax deed, plus interest thereon. In the case of homestead property, the minimum bid must also include an additional amount equal to one-half of the assessed value of the homestead property. If there are no bidders, the holder of the tax certificate receives title to the property; the amounts paid for the tax certificate and for application for the tax deed are credited toward the purchase price. If there are other bidders, the holder of the tax certificate may enter the bidding. The highest bidder is awarded title to the property. Such bidder must pay documentary stamp taxes and recording fees in

addition to the bid amount. The portion of the proceeds of such sale needed to redeem the tax certificate (and all other amounts paid by such person in applying for a tax deed) are forwarded to the holder of the tax certificate or credited to such holder if he is the successful bidder. Excess proceeds of the sale are first distributed to satisfy other governmental liens held by governmental units and then to other lienholders of record in the priority that they appear and then to the former title holder of the property, less service charges.

If the County holds a certificate and has not succeeded in selling it, the County must (if the property is worth \$5,000 or more) or may, in its discretion (if the property is worth less than \$5,000), apply for a tax deed after the two year abeyance period. The County pays the costs and fees to the County Tax Collector, but not any amount to redeem other outstanding certificates covering the property. The public bidding on non-homestead property must start at a minimum bid equal to the value of all outstanding certificates, plus other delinquent taxes and costs. The minimum bid on homestead property must also include an additional amount equal to one-half of the assessed value of the homestead property. If there are no bidders, the County may purchase the property for the minimum bid.

After ninety (90) days have passed, any person or governmental unit may purchase the land by paying the amount of the minimum bid. Seven (7) years from the date of offering for public sale, unsold lands escheat to the County or if within the boundaries of an incorporated municipality, to the municipality, and all tax certificates and liens against the property are canceled.

The following table shows tax levies and tax collections in the Town for the last ten Fiscal Years:

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**THE TOWN OF GOLDEN BEACH, FLORIDA
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS**

Fiscal Year Ended September 30	Taxes Levied for the Fiscal Year	Collected with the Fiscal Year of the Levy	
		Amount	Percentage of the Levy
2007	\$5,331,895.68	\$5,243,516	98%
2008	5,995,927.22	5,817,955	97%
2009	5,515,074.09	5,463,729	99%
2010	5,095,249.99	4,912,026	96%
2011	4,518,683.08	4,327,292	96%
2012	4,402,101.52	4,254,636	97%
2013	4,433,704.69	4,326,050	98%
2014	4,934,382.53	4,823,157	98%
2015	5,507,665.42	5,366,161	97%
2016	6,172,302.36	6,104,484	99%

Source: Miami-Dade County Property Appraiser

**TOWN OF GOLDEN BEACH, FLORIDA
PRINCIPAL PROPERTY TAXPAYERS
AS OF SEPTEMBER 30, 2015**

Address	Taxable Assessed Value	Rank	Percentage of Total Town Taxable Assessed Value
387 OCEAN BLVD	\$25,378,750	1	2.70
317 OCEAN BLVD	18,977,664	2	2.02
421 OCEAN BLVD	18,848,194	3	2.01
605 OCEAN BLVD	15,963,279	4	1.70
307 OCEAN BLVD	15,277,504	5	1.63
615 OCEAN BLVD	14,052,931	6	1.50
355 OCEAN BLVD	12,920,590	7	1.38
115 OCEAN BLVD	12,453,961	8	1.33
521 OCEAN BLVD	12,221,955	9	1.30
219 OCEAN BLVD	10,198,128	10	1.09
Total	<u>\$156,292,956</u>		<u>16.66</u>

Source: Miami-Dade County Property Appraiser

THE TOWN

Background

The Town of Golden Beach was incorporated by a special act of the Legislature of the State of Florida on May 23, 1929 and is among the oldest municipalities in Miami- Dade County. The Town was founded, and has remained, one of purely single family homes. Presently, the Town has a total of 364 single family residences. The Town Charter limits property use within the Town to single family residential lots. Thus, there is no commercial activity within the Town.

The Town is located north of the City of Miami near the border between Miami-Dade County and Broward County. The Town rests on 1.8 miles along the northernmost portion of State Road A1A at the Miami-Dade/Broward County line in South Florida. The Town is bounded by the Atlantic Ocean to the east, the Intercoastal Waterway to the west and the coastal municipalities of Hallandale Beach to the North and Sunny Isles Beach to the South. The population as of the 2010 U.S. Census was 919. The Town's estimated population as of 2015 was 972.

See "APPENDIX B - GENERAL INFORMATION PERTAINING TO THE TOWN OF GOLDEN BEACH, FLORIDA" attached hereto.

Town Government

A Council-Manager form of government governs the Town of Golden Beach, combining the political leadership of elected officials with the managerial experience of a professional town manager. The Town Council sets policy, approves the budget, and sets the tax rate. The current members of the Council and their respective terms of office are as follows:

<u>Council members</u>	<u>Term Expires</u>
Glenn Singer, Mayor	2017
Kenneth Bernstein, Vice Mayor	2019
Amy Isackson-Rojas	2019
Bernard Einstein	2017
Judy Lusskin	2017

The Town provides or contracts for the following services as authorized by its Charter and Town ordinances: public safety (police and fire); streets; sanitation; stormwater utility; social services; culture and recreation; public improvements; planning and zoning; and general administrative services.

Administration

The appointed Town Manager is responsible for the day-to-day administration of the Town and serves as the Council's chief advisor. The Town Manager prepares a recommended budget, recruits and hires most of the government's staff, and carries out the Council's policies. While the Town Manager may recommend policy decisions, he or she is bound by the consent of the Council. The Council appoints three additional staff members: the Town Attorney, Town Clerk, and Building Official.

The Finance Department provides internal accounting services to the Town. This includes preparing the annual budget, accounts payables, accounts receivable and payroll.

Resumes of the Town Manager and Finance Director are as follows:

Town Manager. In April of 2007, the Town hired Alexander Diaz as the new Town Manager at the age of 29, the youngest Town Manager in the history of Miami-Dade County. Mr. Diaz spearheaded the Town's first \$42 million capital improvement project, coordinated and implemented the Town's first-ever beach pavilion restoration project and is currently implementing a program to replace and restore the Town's aging bridge infrastructures on two of the Town's three bridges. During his tenure, he has overseen the reduction in the Town's millage rate while at the same time increasing the balance in the General Fund.

He previously served as the Assistant Director for Administration of the Miami-Dade Water and Sewer Department, the fourth largest public utility in the country. As Assistant Director, Mr. Diaz had the responsibility of overseeing the operations of the Human Resource Division, the Support Services Section, the Stores/Procurement Section, Fleet Management and the Communications Center. Mr. Diaz also provided guidance for a staff of 247 and a budget in excess of \$134 million, demonstrating the leadership and expertise required to manage the Department's administrative operations. Through his position at the Department, Mr. Diaz amassed extensive experience with labor bargaining agreements and an in-depth understanding of the workings of procurement, recruiting, fair employment, emergency operations and communications.

Before joining the Miami-Dade Water and Sewer Department, Mr. Diaz worked with the City of Miami Beach as a Development Coordinator for the City Manager. In that role, Mr. Diaz enhanced the City of Miami Beach's grant procurement process, and created a centralized grant-funding program to maximize the City's efforts in securing grant funding. He also implemented policies for a newly created Grants Management Office, and assisted in the preparation of the City's State and National legislative agenda. In addition, Mr. Diaz facilitated strong ties with state and national agencies in an effort to further the City's mission, while monitoring state and national developments to ensure that the City of Miami Beach maintained an active role in the development of state and national objectives. Mr. Diaz's contributions to the City of Miami Beach also included coordinating the City's grant efforts while leveraging funds allocated through a \$96 million bond issuance in 1999, organizing the City's \$58 million grant budget and facilitating the management of over 112 grant funded projects, while working with members of the Dade Delegation to ensure proper funding of City sponsored projects.

Mr. Diaz has served as President, Vice-President, Secretary and Treasurer of the Miami-Dade City and County Manager's Association; Board Director for the Florida City and County Manager's Association; and Board Director for the International Hispanic Network (the leading International Program for Hispanic City and County Managers).

Finance Director. Maria Camacho has served as Finance Director for the Town since 2003. She previously worked with the Town of Pembroke Park, Florida for four years where she was responsible for the Customer Service, Accounts Receivables, Accounts Payables and Comptroller functions. Ms. Camacho's most notable accomplishments included the dissolution of the pension for Fire Fighters of Pembroke Park. Prior to working for the Town of Pembroke Park, she worked in Palm Beach County with the City of South Bay. In South Bay, Ms. Camacho was responsible for all Accounts Payables and Accounts Receivables, which included the preparation of annual audits, monitoring payroll, cash receivables, billing, collection and disbursements. The City of South Bay offered her the opportunity to learn all aspects of municipal services since the City had its own Police and Fire Departments. She also managed the Enterprise Account Fund for the City's municipal water plant.

Financial Statements and Annual Audit

Florida Statutes require that an annual post-audit of all Town accounts and records be completed within 180 days following the end of each Fiscal Year by an independent certified public accountant retained by the Town and paid from its public funds. The Town has retained the firm of Keefe McCullough & Co., LLP, Fort Lauderdale, Florida, for such purpose.

The Town's financial statements are prepared in accordance with Generally Accepted Accounting Principles, which establish standards for defining and reporting on the financial reporting entity. The financial reporting entity consists of the primary government, organizations for which the primary government is financially accountable and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

The Town's audited financial statements are attached as Appendix A to this Official Statement. The financial statements also include, among other information, Management's Discussion and Analysis and Required Supplemental Information of the Town for the Fiscal Year ended September 30, 2015. See "Management's Discussion and Analysis" in Appendix A for a narrative overview and analysis of the financial activities of the Town for Fiscal Year 2015.

Budget

The annual budget serves as the foundation for the Town's financial planning and control. All departments of the Town are required to submit requests for appropriation to the Town Manager each year. The Town Manager uses these requests as the starting point for developing a proposed budget. The Town Manager then presents this proposed budget to the Town Council for review. The Town Council is required to hold two public hearings on the proposed budget and to adopt a final budget no later than September 30, the close of the Town's fiscal year. The appropriated budget is prepared by fund (e.g., general fund), and department (e.g., police). No department may legally expend in excess of amounts appropriated for that department within an individual fund. Department heads may make transfers of appropriations. However, transfers of appropriations between departments require the approval of the Town Council. The level of budgetary control (i.e., the level at which expenditures cannot legally exceed the appropriated amount) is at the fund level, except for the General Fund, for which budgetary control is maintained at the department level.

Investment Policy and Debt Policy

The Town's investments are presently under the day to day control of the Town's Finance Director. The Town Council has established a formal investment policy governing the investment activity of the Town and including all funds in excess of the amounts needed to meet short-term expenses. The investment policy provides that the Town will (i) invest 100% of its idle cash on a continuous basis in conformity with Florida Statutes Section 218.415, (ii) give priority to the safety of principal and liquidity of funds, (iii) make a cash flow analysis of all funds on a regular basis, (iv) schedule disbursement, collection and deposit of all funds to ensure maximum cash availability and (v) pool cash from several different funds for investment purposes when permitted by law. The investment policy does not permit the leveraging of investments.

The Town Council has established a formal debt policy. The debt policy provides that the Town will (i) confine long-term borrowing to capital improvements or projects that cannot be financed from current revenues, (ii) pay back bonds within a period not to exceed the estimated useful life of the project, (iii) strive to have the final maturity of general obligation bonds on or prior to 30 years, (iv) whenever possible, use special assessment, revenue of other self-supporting bonds instead of general obligation

bonds, (v) not use long-term debt for current operations, and (vi) maintain good communications with bond rating agencies regarding its financial conditions and follow a policy of full disclosure on every financial report and borrowing prospectus.

General Fund

The General Fund is the Town's primary operating fund. It accounts for all of the financial resources of the general government, except for those required to be accounted for in another fund. Revenue is derived primarily from property taxes, utility taxes, state and federal distributions and other intergovernmental revenue. The general operating expenditures, fixed charges and capital outlay costs that are not paid through other funds are paid from the General Fund. As of September 30, 2015, the unassigned fund balance of the General Fund was \$1,835,725 and the total fund balance was \$4,124,856. The unassigned fund balance as of September 30, 2015 represented 25.9% of total General Fund expenditures in Fiscal Year 2015, while the total fund balance represented 58.2% of such total General Fund expenditures. As of September 30, 2015, the General Fund had a total of \$4,190,178 due from other Town funds, primarily from the Town's Stormwater Utility Fund (\$1,804,068) and its Capital Project Improvement Fund (\$1,769,817). The General Fund has subsidized the operation of the Stormwater Utility for several years. In order to ensure that the Stormwater Utility will operate on a self-sufficient basis in the future, the Town recently increased the Stormwater Utility Fee. Because the Town does not presently have a need for all of the amount due from the Stormwater Utility Fund, the Town has instituted a plan to reimburse the General Fund over a twenty year period. The General Fund transfers to the Capital Project Improvement Fund were made to finance street, water and park improvements, and the amount will be reimbursed to the General Fund over several years from general revenues.

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The table set forth below shows information regarding the Town's governmental funds, including the General Fund, for the Fiscal Year ended September 30, 2015.

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FISCAL YEAR ENDED SEPTEMBER 30, 2015**

**Town of Golden Beach, Florida
Statement of Revenues, Expenditures and
Changes in Fund Balances -
Governmental Funds
For the Year Ended September 30, 2015**

	Major Governmental Funds			Nonmajor Governmental Funds			
	General	Capital	Bridge	Debt	Law	Special	Total
	Fund	Improvement	Fund	Service	Enforcement	Assessment II	Governmental
		Project Fund		Fund	Trust Fund	Fund	Funds
Ad valorem taxes	\$ 5,293,012	\$ --	\$ --	\$ 916,834	\$ --	\$ --	\$ 6,209,846
Franchise fees	9,425	--	--	--	--	--	9,425
Utility service taxes	28,839	--	--	--	--	--	28,839
Licenses and permits	1,592,887	--	--	--	--	--	1,592,887
Sales, use and fuel taxes	129,340	--	--	--	--	--	129,340
State shared revenues	22,580	--	--	--	--	--	22,580
Physical environment	17,682	--	--	--	--	--	17,682
Cultural and recreation	17,350	--	--	--	--	--	17,350
Fines and forfeitures	185,160	--	--	--	263,875	--	449,035
Investment income	4,912	--	--	--	820	27	5,759
Miscellaneous	248,658	--	--	--	43,888	--	292,546
Total revenues	7,549,845	--	--	916,834	308,583	27	8,77,289
Expenditures:							
Current:							
General government	1,791,306	--	--	--	--	--	1,791,306
Public safety	2,806,762	--	--	--	236,488	--	3,043,250
Physical environment	1,068,149	--	--	--	--	--	1,068,149
Transportation	433,651	--	--	--	--	--	433,651
Cultural and recreation	649,949	--	--	--	--	--	649,949
Capital outlay	333,314	64,875	32,593	--	283,617	--	714,399
Debt service:							
Principal	--	1,500,000	500,000	320,000	--	--	2,320,000
Interest	--	--	25,657	586,050	--	--	611,707
Total expenditures	7,083,131	1,564,875	558,250	906,050	520,105	--	10,632,411
Changes in fund balance before other financing sources (uses)	466,714	(1,564,875)	(588,250)	10,784	(211,522)	27	(1,857,122)

**Changes in Fund Balances -
Governmental Funds
(continued)
For the Year Ended September 30, 2015**

	Major Governmental Funds				Nonmajor Governmental Funds		
	General Fund	Capital Improvement Project Fund	Bridge Fund	Debt Service Fund	Law Enforcement Trust Fund	Special Assessment II Fund	Total Governmental Funds
Other Financing Sources (Uses):							
Refunding bonds issued	--	--	235,730	--	--	--	235,730
Transfers In	60,000	--	--	--	--	--	60,000
Transfers Out	--	--	--	--	(60,000)	--	(60,000)
Total other financing sources (uses)	60,000	--	235,730	--	(60,000)	--	235,730
Changes in fund balances	526,714	(1,564,875)	(322,520)	10,784	(271,522)	27	(1,621,392)
Fund Balances, beginning of year	3,598,142	--	10,222	--	448,524	16	4,056,904
Fund Balances (Deficit), end of year	<u>\$4,124,856</u>	<u>\$(1,564,875)</u>	<u>\$(312,298)</u>	<u>\$10,784</u>	<u>\$177,002</u>	<u>\$43</u>	<u>\$2,435,512</u>

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General Obligation Refunding Bonds Debt Service Fund

Pursuant to the Bond Resolution, the Town will establish a separate General Obligation Refunding Bonds Debt Service Fund to account for the ad valorem taxes levied and collected for the annual payment of principal and interest on the Bonds. The Town will transfer all such ad valorem taxes levied and collected to the Paying Agent as provided in the Bond Resolution for the payment of the principal of and interest on the Bonds. See “APPENDIX C – BOND RESOLUTION.”

LIABILITIES OF THE TOWN

Insurance Considerations Affecting the Town

Section 768.28, Florida Statutes, provides limits on the tort liability of the State and its subdivisions of \$200,000 to any one person, or \$300,000 for any single incident or occurrence. See “Ability to be Sued, Judgments Enforceable” below. For the year ended September 30, 2015, the Town participated in the Florida League of Cities (“FLC”) risk pool. This is a statewide pool with several hundred governmental members. FLC provided the Town with general liability and property coverages. The FLC pool is nonassessable. There is no self-insured retention for the Town excluding a \$250 per occurrence deductible. FLC also provided the Town with \$2,000,000 in general liability coverage. The total insured value of Town property covered by property insurance in Fiscal Year 2015 is approximately \$2,109,233.

Health Insurance. The Town is fully insured for health benefits provided to employees by Florida Municipal Insurance Trust. For Fiscal Year 2015, the Town paid \$514,008.36 for employee and dependent coverage.

Ability to be Sued, Judgments Enforceable

Notwithstanding the liability limits described below, the laws of the State provide that each city has waived sovereign immunity for liability in tort to the extent provided in Section 768.28, Florida Statutes. Therefore, the Town is liable for tort claims in the same manner and, subject to limits stated below, to the same extent as a private individual under like circumstances, except that the Town is not liable for punitive damages or interest for the period prior to judgment. Such legislation also limits the liability of a city to pay a judgment in excess of \$200,000 to any one person or in excess of \$300,000 because of any single incident or occurrence. Judgments in excess of \$200,000 and \$300,000 may be rendered, but may be paid from Town funds only pursuant to further action of the Florida Legislature. See “Insurance Considerations Affecting the Town” herein. Notwithstanding the foregoing, the Town may agree, within the limits of insurance coverage provided, to settle a claim made or judgment rendered against it without further action by the Legislature, but the Town shall not be deemed to have waived any defense or insurance coverage for acts in excess of the \$200,000 or \$300,000 waiver provided by Florida Statutes. See “LITIGATION” herein.

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Debt of the Town

The Town had debt of \$14.46 million at September 30, 2015. Total debt outstanding at the end of the prior fiscal year was approximately \$16.67 million. The net decrease of approximately \$2.2 million was a result of the payoff of the 2012B grant anticipation note in that fiscal year combined with the principal payments on other debt of approximately \$430,000. The following schedule summarizes long-term debt for the year ended September 30, 2015:

	October 1, 2014	Additions	Deletions	September 30, 2015	Within One Year
Governmental activities:					
Special Assessment general obligation bonds, Series 2008	\$ 12,895,000	\$ --	\$ 320,000	\$ 12,575,000	\$ 330,300
Bond Premium	43,400	--	1,736	41,664	--
Grant Anticipation Note Series 2012B	2,000,000	--	2,000,000	--	--
Capital Improvement Refunding Revenue Note, Series 2015	--	253,730	--	235,730	235,730
Total governmental activities	<u>\$ 14,938,400</u>	<u>253,730</u>	<u>2,321,736</u>	<u>12,852,394</u>	<u>565,730</u>
Business-type activities:					
Department of Environmental Protection, Revolving Loan	1,733,037	--	130,054	1,602,983	132,500
Total business-type activities	<u>1,733,037</u>	<u>--</u>	<u>130,054</u>	<u>1,602,983</u>	<u>132,500</u>
Total governmental and business-type activities	<u>\$ 16,671,437</u>	<u>\$ 253,730</u>	<u>\$ 2,451,790</u>	<u>\$ 14,455,377</u>	<u>\$ 698,235</u>

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PENSION AND OTHER POST-EMPLOYMENT BENEFIT PLANS

Pension Plans

The Town is the sponsor of two single-employer public employee retirement systems that are administered by the Town to provide pension benefits to its employees. The Town contributes to the Retirement Plan for Employees of the Town of Golden Beach (the “Employees Plan”) and the Town of Golden Beach Police Officers Retirement Fund (the “Police Fund”), which are both defined benefit pension plans (collectively, the “Plans”).

A more detailed description of Police Fund and its provisions is available from the Town. A separate financial statement for the Police Fund may be obtained by contacting the Board of Trustees for the Plan, c/o the Town. The General Employees Plan does not issue a stand-alone financial report and is not included in the report of a public employee retirement system or a report of another entity. The Plan financial statements can be found within the Required Supplementary Information contained in Appendix A.

For additional information regarding the Plans, see “Note 7– Retirement Plans” in Appendix A hereto.

Basis of Accounting. The financial statements of each Plan are prepared using the accrual basis of accounting. Plan member contributions are recognized in the period in which the contributions are due. Town contributions to the Plan are recognized when due pursuant to actuarial valuations. State contributions are recognized in the period in which they are approved by the State of Florida. Benefits and refunds are recognized when due and payable in accordance with the terms of the Plans.

The Employees Plan was established by Town Ordinance No. 343-87 enacted January 20, 1987, as amended. The Police Fund was established by Town Ordinance No. 344-87 enacted January 20, 1987, as amended. All full-time employees (excluding elected officials, persons appointed to fulfill elected positions, and retained professionals and consultants for the Town) and police officers become participants in the Plan or Fund, as applicable, on their start of service. The Plans provides retirement, death, and disability benefits. The Plans do not currently provide for post-retirement benefit increases.

As of October 1, 2014, the Plans had 39 active participants, and 21 retirees/beneficiaries participants and terminated members entitled to benefits but no yet receiving them. The annual covered payroll for eligible employees covered by the Plans was \$2,159,806.

Upon normal retirement, a participant in the Employees Plan will receive a monthly pension of 2.25% of Average Monthly Earnings times years of service. Upon normal retirement, a participant in the Police Fund will receive a monthly pension of 2.75% of Average Monthly Earnings times years of service prior to October 1, 2006 and 3.00% of Average Monthly Earnings times years of service after October 1, 2006. “Average Monthly Earnings” means one-sixteenth of the earnings of a member during the five years of employment, within the last ten years of employment, which is greater than the total during any other five years during said ten-year period; provided that if a member shall have been employed for fewer than five years, such average shall be taken over the period of actual employment.

The normal retirement date is the earlier of (i) age 65 for employees other than police officers and the Town Manager or (ii) age 55 with 10 years of credited service or age 52 with 25 years of credited service for police officers and the Town Manager; provided that effective October 1, 2006 police officers and the

Town Manager are eligible for normal retirement upon attainment of age 52 and completion of 20 years of credited service.

A member may retire early after (i) attaining age 55 and completing 10 years of credited service for employees other than police officers and the Town Manager or (ii) age 50 with 10 years of credited service for police officers and the Town Manager. Benefits are reduced by 5% for each year prior to normal retirement date.

A member who becomes totally and permanently disabled and who qualifies for Social Security disability benefits as a result, from an act occurring in the performance of service for the Town, is immediately eligible for a disability benefit. Disability benefits are 42% (70% for police officers and the Town Manager) of current salary on the date of disability less Worker's Compensation benefits received for the same disability; provided, however, that such benefits shall be no less than the accrued benefit.

A member who becomes totally and permanently disabled from a non-service connected injury is immediately eligible for a disability benefit. The benefit is 25% of current salary on the date of disability the member's accrued normal retirement benefit taking into account compensation earned and service credited until the date of disability; provided, however, that such benefits shall be no less than the accrued benefit.

Members are required to contribute 3.5% (6.0% for police officers) of their annual covered salary. Additionally, the Town is required to contribute any annual unfunded amount as actuarially determined. The funding policy can only be amended by authorization of the Town Council. The Town contribution for the year ended September 30, 2015 was \$351,000.

The Town's net pension liability was determined based on a measurement date of September 30, 2014.

The components of the Net Pension Liability at September 30, 2015, are as follows:

Total Pension Liability	\$8,087,495
Plan Fiduciary Net Position	\$7,188,350
Net Pension Liability	\$899,145
Plan Fiduciary Net Position as a percentage of the Total Pension Liability	88.88%

Source: GASB 67 Actuarial Valuation Report as of September 30, 2015 prepared by Stanley, Hunt, DuPree & Rhine

Other Post-Employment Benefits

The Town's Other Post-Employment Benefits Plan (the "OPEB Plan") is a single employer healthcare plan administered by the Town. Pursuant to Section 112.0801, Florida Statutes, the Town is required to permit participation in the OPEB Plan to retirees and their eligible dependents at a cost to the Town. This cost is then reimbursed to the Town by the retiree. Eligible individuals include all regular employees of the Town who retire from active service under one of the pension plans sponsored by the Town. Under certain conditions, eligible individuals also include spouses and dependent children. The OPEB Plan does not issue a publicly available financial report.

As of October 1, 2012, the date of the latest actuarial valuation, the OPEB Plan had 39 active participants.

The contribution requirements of OPEB Plan members and the Town are established by State statutes and may be amended by the State legislature. The required contribution is based on projected pay-as-you-go financing requirements and is subject to constant revision. The Town has opted to not fund the net OPEB obligation of the resulting unfunded actuarial accrued liability on an annual basis.

The Town's annual obligation for OPEB Plan for the fiscal year ended September 30, 2015, based on the latest actuarial valuation as of October 1, 2012, is as follows:

Annual required contribution	\$20,700
Interest on prior net OPEB obligation	3,900
Prior net OPEB obligation adjustment	(4,000)
Annual OPEB cost	20,600
Employer contributions	(8,600)
Increase in net OPEB	12,000
Net OPEB obligation, beginning	97,000
Net OPEB obligation, ending	\$109,000

Source: Town of Golden Beach Basic Financial Statements for the
Fiscal Year Ended September 30, 2015

FINANCIAL STATEMENTS

The financial statements of the Town for the Fiscal Year ended September 30, 2015 have been audited by Keefe McCullough & Co., LLP, Fort Lauderdale, Florida, ("Keefe McCullough"), independent certified public accountants, as stated in their report, which is included in Appendix A. Keefe McCullough has not been engaged to perform, and has not performed, since the date of its report included in Appendix A, any procedures on the financial statements addressed in that report. Keefe McCullough also has not performed any procedures relating to this Official Statement. The financial statements are attached hereto as a matter of public record. Such financial statements speak only as of September 30, 2015. The consent of Keefe McCullough for use of the financial statements in this Official Statement has not been sought. SEE "APPENDIX A – TOWN OF GOLDEN BEACH, FLORIDA BASIC FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2015.

LITIGATION

The Bonds. There is no pending or, to the knowledge of the Town, threatened litigation against the Town which in any way questions or affects (i) the validity of the Bonds, or any proceedings or transactions relating to their issuance, sale, delivery or payment, (ii) the levy of the ad valorem taxes to secure payment of the Bonds, or (iii) the collection and application of the ad valorem taxes in accordance with the provisions of the Bond Resolution.

General. The Town is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the Town management and the Town Attorney resolution of these matters will not have a material adverse effect on the financial condition of the Town.

LEGAL MATTERS

Legal matters incident to the issuance of the Bonds and with regard to the tax-exempt status of the interest on the Bonds (see “TAX MATTERS”) are subject to the legal opinion of Weiss Serota Helfman Cole & Bierman, P.L., Coral Gables, Florida. The signed legal opinion, dated and premised on law in effect as of the date of original delivery of the Bonds, will be delivered to the Underwriters at the time of original delivery of the Bonds.

The proposed text of Bond Counsel’s legal opinion is set forth as Appendix D. The legal opinion to be delivered may vary from that text if necessary to reflect facts and law on the date of delivery. The opinion will speak only as of its date, and subsequent distribution of the opinion by recirculation of the Official Statement or otherwise shall create no implication that Bond Counsel has reviewed or expressed any opinion concerning any of the matters referenced in the opinion subsequent to its date.

Bond Counsel has not been engaged to, nor has it undertaken to, review (1) the accuracy, completeness or sufficiency of this Official Statement or any other offering material relating to the Bonds; provided, however, that Bond Counsel will render an opinion to the Underwriters of the Bonds (upon which opinion only the Underwriters may rely) relating to the fairness of the presentation of certain statements contained herein under the heading “TAX MATTERS” and certain statements which summarize provisions of the Bond Resolution, the Bonds, and federal tax law, and (2) the compliance with any federal or state law with regard to the sale or distribution of the Bonds.

Certain legal matters incident to the issuance of the Bonds will be passed upon for the Town by Weiss Serota Helfman Cole & Bierman, P.L., Coral Gables, Florida, Disclosure Counsel and Town Attorney. Certain legal matters will be passed upon for the Underwriters by its counsel Bryant Miller Olive P.A., Miami, Florida.

The fees to be paid to all counsel, other than the Town Attorney, described under “LEGAL MATTERS” are contingent upon the issuance of the Bonds and the receipt of the proceeds thereof.

TAX MATTERS

The Internal Revenue Code of 1986, as amended (the “Code”) includes requirements which the Town must continue to meet after the issuance of the Bonds in order that interest on the Bonds not be included in gross income for federal income tax purposes. The Town’s failure to meet these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to their date of issuance. The Town has covenanted in the Bond Resolution to take all actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds. The opinion of Bond Counsel will be based upon and assume the accuracy of certain representations and certifications and compliance with certain covenants of the Town to be contained in the transcript of proceedings which are intended to evidence and assure that interest on the Bonds is and will continue to be excluded from gross income for federal income tax purposes.

In the opinion of Bond Counsel, assuming continuing compliance by the Town with the tax covenants referred to above, under existing statutes, regulations, rulings and judicial decisions, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, such interest is taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on certain corporations under the Code.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of the Bonds. Prospective purchasers of Bonds should be aware that the ownership of Bonds may result in other collateral federal tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry Bonds or, in the case of a financial institution, that portion of the owner's interest expenses allocable to interest on the Bonds, (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by 15 percent of certain items, including interest on the Bonds, (iii) the inclusion of interest on Bonds in the earnings of certain foreign corporations doing business in the United States for purposes of a branch profits tax, (iv) the inclusion of interest on Bonds in the passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year and (v) interest on the Bonds is taken into account in determining whether recipients of Social Security and Railroad Retirement benefits must include a portion of those benefits in gross income.

Prospective purchasers of the Bonds upon their original issuance at yields other than the respective yields indicated on the inside cover of this Official Statement, and prospective purchasers of the Bonds at other than their original issuance, should consult their own tax advisers regarding the tax considerations resulting from such purchase.

Other Tax Matters

From time to time, there are legislative proposals in Congress which, if enacted, could alter or amend one or more of the Federal income tax matters referred to herein or adversely affect the market value of the Bonds. In addition, judicial proceedings may be filed, the outcome of which could modify the tax treatment of obligations such as the Bonds. There can be no assurance that legislation enacted or proposed, or actions by a court, after the date of issuance of the Bonds, will not have an adverse effect on the tax status of interest on the Bonds or the market value or marketability of the Bonds.

Recent legislative proposals would eliminate, reduce or otherwise alter the tax benefits currently provided to certain owners of state and local government bonds, including proposals that would result in additional federal income tax on taxpayers that own tax-exempt obligations if their incomes exceed certain thresholds. Investors in the Bonds should be aware that any such future legislative actions may retroactively change the treatment of all or a portion of the interest on the Bonds for federal income tax purposes for all or certain taxpayers. In such event, the market value of the Bonds may be adversely affected and the ability of holders to sell their Bonds in the secondary market may be reduced. The Bonds are not subject to special mandatory redemption, and the interest rates on the Bonds are not subject to adjustment, in the event of any such change.

Prospective purchasers of the Bonds should consult their own tax advisers regarding their particular tax status or other tax considerations resulting from ownership of the Bonds.

ORIGINAL ISSUE DISCOUNT

The initial offering price of the Bonds maturing on January 1 in the years 20__ through and including 20__ (the "Discount Bonds") is less than the stated principal amounts thereof. The difference between the principal amount of the Discount Bonds and the initial offering price to the public, excluding bond houses and brokers, at which price a substantial amount of such Discount Bonds of the same maturity was sold, is "original issue discount." Original issue discount represents interest which is excluded from gross income for federal income tax purposes; however, such interest is taken into account for purposes of determining the alternative minimum tax imposed on corporations and may result in the collateral federal

tax consequences described above under “TAX MATTERS” in the year of accrual. Consequently, prospective purchasers of Discount Bonds should be aware that the accrual of original issue discount in each year may result in alternative minimum tax liability or other collateral tax consequences although the owner of such Discount Bonds may not have received cash in such year. Original issue discount will accrue over the term of a Discount Bond at a constant interest rate compounded on interest payment dates. A purchaser who acquires a Discount Bond in the initial offering at a price equal to the initial offering price thereof will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period such purchaser holds such Discount Bond and will increase its adjusted basis in such Discount Bond by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bond. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. Prospective purchasers of Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or other disposition of Discount Bonds and with respect to the state and local tax consequences of owning and disposing of Discount Bonds.

ORIGINAL ISSUE PREMIUM

The Bonds maturing on January 1 in the years 20__ through and including 20__ (the “Noncallable Premium Bonds”) and the Bonds maturing on January 1 in the years 20__ through and including 20__ (the “Callable Premium Bonds”) were offered and sold to the public at an issue price in excess of their stated redemption price (the par amount) at maturity in the case of the Noncallable Premium Bonds or their earlier call date in the case of the Callable Premium Bonds. The difference between the amount payable at maturity of the Noncallable Premium Bonds and the tax basis to the purchaser and the difference between the amount payable at the call date of the Callable Premium Bonds that minimizes the yield to a purchaser of a Callable Premium Bond and the tax basis to the purchaser (other than a purchaser who holds a Noncallable or Callable Premium Bond as inventory, stock in trade or for sale to customers in the ordinary course of business) is “bond premium.” Bond premium is amortized for federal income tax purposes over the term of a Noncallable Premium Bond and over the period to the call date of a Callable Premium Bond that minimizes the yield to the purchaser of the Callable Premium Bond. A purchaser of a Noncallable or Callable Premium Bond is required to decrease his adjusted basis in the Premium Bond by the amount of amortizable bond premium attributable to each taxable year he holds the Premium Bond. The amount of amortizable bond premium attributable to each taxable year is determined at a constant interest rate compounded actuarially. The amortizable bond premium attributable to a taxable year is not deductible for federal income tax purposes. Prospective purchasers of Premium Bonds should consult their own tax advisers as to the determination for federal income tax purposes of the amount of amortizable bond premium properly accruable each year with respect to the Premium Bonds and as to other federal tax consequences and the treatment of amortizable bond premium for state and local tax purpose.

RATING

Moody’s Investors Service, Inc. has assigned a rating of “__” to the Bonds. Certain information was supplied by the Town to the rating agency to be considered in evaluating the Bonds. Such ratings express only the views of the rating agency and are not a recommendation to buy, sell or hold the Bonds.

Any desired explanation of the significance of such rating should be obtained from the rating agency at the following addresses: Moody’s Investors Service, Inc., 7 World Trade Center, 250 Greenwich Street, New York, New York 10007. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance

such rating will not be revised downward or withdrawn entirely by the rating agency, if in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds.

Neither the Town nor the Underwriters have undertaken any responsibility to maintain any particular rating on the Bonds. The Town has agreed, as part of its continuing disclosure covenant contained in the Bond Resolution, to report actual rating changes on the Bonds. See “CONTINUING DISCLOSURE” herein. Any downward change in or withdrawal of a credit rating may have an adverse effect on the marketability or market price of the Bonds.

ADVISORS AND CONSULTANTS

The Town has retained certain advisors and consultants in connection with the issuance of the Bonds. These advisors and consultants are compensated from a portion of the proceeds of the Bonds, identified as “Costs of Issuance” under the heading “ESTIMATED SOURCES AND USES OF FUNDS” herein; their compensation is, in some instances, contingent upon the issuance of the Bonds and the receipt of the proceeds thereof.

Bond Counsel and Disclosure Counsel. Weiss Serota Helfman Cole & Bierman, P.L., Coral Gables, Florida, represents the Town as Bond Counsel and Disclosure Counsel with respect to the issuance of the Bonds. As Bond Counsel and Disclosure Counsel, Weiss Serota Helfman Cole & Bierman, P.L. is not obligated to undertake and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in the Official Statement.

Financial Advisor. Estrada Hinojosa & Company, Inc., Miami, Florida serves as Financial Advisor to the Town. The Financial Advisor assisted the Town in the preparation of this Official Statement and in other matters relating to the planning, structure and issuance of the Bonds, and provided other advice. However, the Financial Advisor has not been engaged and is not obligated to undertake and has not undertaken to make, independent verification of the accuracy, completeness, or fairness of the information contained in this Official Statement.

UNDERWRITING

Raymond James & Associates, Inc. and Stifel, Nicolaus & Company, Incorporated (the “Underwriters”) have agreed, subject to certain conditions precedent set forth in a Bond Purchase Agreement with the Town, to purchase the Bonds from the Town, at a price of \$_____ (\$_____ par amount less an Underwriters’ discount of \$_____ plus an original issue premium of \$_____). The Underwriters have furnished the information on the inside cover page of this Official Statement pertaining to the public offering prices of the Bonds. The public offering prices of the Bonds may be changed from time to time by the Underwriters, and the Underwriters may allow a concession from the public offering prices to certain dealers. None of the Bonds will be delivered by the Town to the Underwriters unless all of the Bonds are so delivered. Similarly, the Bond Counsel and Disclosure Counsel for the Town may from time to time serve as counsel to the Underwriters.

The Underwriters and their affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage services. The Underwriters and their affiliates have, from time to time, performed, and may in the future perform various

investment banking services for the Town, for which they received or will receive customary fees and expenses.

In the ordinary course of its various business activities, the Underwriters and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities, which may include credit default swaps) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Town.

The Underwriters and their affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

The arithmetical accuracy of certain computations included in the schedules provided by the Financial Advisor on behalf of the Town relating to (1) the computation of forecasted receipts of principal and interest on the Escrow Securities and the forecasted payments of principal and interest to pay or redeem, as applicable, the Refunded Bonds and the Defeased Bonds, and (2) the computations of yield on both the Escrow Securities and the Bonds contained in the provided schedules used by Bond Counsel in its determination that the Bonds are not “arbitrage bonds” within the meaning of Section 148 of the Code, and the regulations promulgated thereunder, was examined by the Verification Agent. Such computations were based solely upon assumptions and information supplied by the Financial Advisor on behalf of the Town. The Verification Agent has restricted its procedures to examining the arithmetical accuracy of certain computations and has not made any study or evaluation of the assumptions and information upon which the computations are based and, accordingly, has not expressed an opinion on the data used, the reasonableness of the assumptions, or the achievability of the forecasted outcome.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATION

Florida law requires the Town to make a full and fair disclosure of any bonds or other debt obligations which it has issued or guaranteed and which are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served as a conduit issuer). The applicable rule provides, however, that if the Town in good faith believes that such disclosure would not be considered material by reasonable investors, such disclosure may be omitted. The Town is not and has not been in default as to principal of and interest on bonds or other debt obligations to which revenues of the Town are pledged. The Town has not served as a conduit issuer.

FORWARD LOOKING STATEMENTS

This Official Statement contains certain “forward-looking statements” concerning the Town’s operations, performance and financial condition, including its future economic performance, plans and objectives and the likelihood of success in developing and expanding. These statements are based upon a number of assumptions and estimates which are subject to significant uncertainties, many of which are beyond the control of the Town. The words “may,” “could,” “will,” “expect,” “anticipate,” “believe,” “intend,” “plan,” “estimate,” “budget” and similar expressions are meant to identify these forward-looking statements. Actual results may differ materially from those expressed or implied by these forward-looking statements. The achievement of certain results or other expectations contained in such forward-looking

statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Other than the customary financial reporting activities of the Town or reporting activities necessary to comply with legal or contractual requirements, the Town does not plan to issue any updates or revisions to such forward-looking statements if or when (i) the expectations of the Town change, or (ii) the events, conditions or circumstances on which such forward-looking statements are based actually occur or fail to occur.

CONTINUING DISCLOSURE

The Town has covenanted and agreed in the Bond Resolution, in accordance with the provisions of, and to the degree necessary to comply with, Securities and Exchange Commission Rule 15c2-12 (the “Rule”), to provide or cause to be provided for the benefit of the beneficial owners of the Bonds (the “Beneficial Owners”) to the Municipal Securities Rulemaking Board (“MSRB”) (currently through its Electronic Municipal Market Access (“EMMA”) web portal) in an electronic format prescribed by the MSRB and such other municipal securities information repository as may hereafter be required by law or applicable legislation, from time to time (each such information repository, a “MSIR”), the following annual financial information (the “Annual Information”), commencing with the Fiscal Year ended September 30, 2016:

- (1) Updates of the information in the Official Statement pertaining to the Town in the tables titled “ASSESSED VALUE AND ESTIMATED VALUE OF TAXABLE PROPERTY”, “PROPERTY TAX RATES, DIRECT AND OVERLAPPING GOVERNMENTS”, and “PROPERTY TAX LEVIES AND COLLECTIONS”, in a form which is generally consistent with the presentation of such information in the Official Statement, to the extent not included in the audited financial statements of the Town referred to in (2) below.
- (2) Audited financial statements with respect to the Town utilizing generally accepted accounting principles applicable to local governments.
- (3) Disclosure of any material litigation that would have been disclosed in the Official Statement if it had been pending as of the date of the Official Statement.

The information in paragraphs (1) and (2) above is expected to be available on or prior to July 1 of each year for the preceding Fiscal Year, commencing July 1, 2017. The financial statements referred to in clause (2) above are expected to be available separately from the information in clause (1) above and shall be provided by the Town as soon as practical after acceptance of such statements from the auditors by the Town. If not available by July 1 after the end of the Fiscal Year, unaudited information will be provided in accordance with the time frame set forth above and audited financial statements will be provided as soon after such time as they become available.

(b) The Town has agreed to provide or cause to be provided to each MSIR and to the MSRB via EMMA, in the appropriate format required by law or applicable regulation, in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;

- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of Bondholders or Beneficial Owners of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release; substitution or sale of any property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Town (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Town in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Town, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Town);
- (13) the consummation of a merger, consolidation, or acquisition involving the Town or the sale of all or substantially all of the assets of the Town, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) the appointment of a successor or additional trustee or paying agent or the change of name of a trustee or paying agent, if material.

(c) The Town has also agreed to provide or cause to be provided, in a timely manner, to the MSRB via EMMA and each MSIR, in the appropriate format required by law or applicable regulation, notice of its failure to provide the Annual Information with respect to itself on or prior to July 1 following the end of the preceding Fiscal Year.

(d) The continuing disclosure obligations of the Town shall remain in effect only so long as the Bonds are Outstanding. The Town reserves the right to terminate its obligations to provide the Annual Information and notices of material events, as set forth above, if and when the Town no longer remains an “obligated person” with respect to the Bonds within the meaning of the Rule.

(e) The Town agrees that its undertaking pursuant to the Rule set forth in Section 14 of the Bond Resolution is intended to be for the benefit of the Beneficial Owners of the Bonds and shall be enforceable by such Beneficial Owners if the Town fails to cure a breach within a reasonable time after receipt of written notice from a Beneficial Owner that a breach exists; provided that any such Beneficial Owner’s right to enforce the provisions of this undertaking shall be on behalf of all Beneficial Owners and shall be limited to a right to obtain specific performance of the Town’s continuing disclosure obligations in a federal or state court located within the County and any failure by the Town to comply with the provisions of this undertaking shall not be a default with respect to the Bonds.

(f) Notwithstanding the foregoing, each MSIR to which information shall be provided shall include each MSIR approved by the Securities and Exchange Commission prior to the issuance of the Bonds. In the event that the Securities and Exchange Commission approves any additional MSIRs after the date of issuance of the Bonds, the Town shall, if the Town is notified of such additional MSIRs, provide such information to the additional MSIRs. Failure to provide information to any new MSIR whose status as a MSIR is unknown to the Town shall not constitute a breach of this covenant.

(g) The requirements of subsection (a) above do not necessitate the preparation of any separate annual report addressing only the Bonds. The requirements of subsection (a) may be met by the filing of an annual information statement or the Town's Comprehensive Annual Financial Report, if any, provided such report includes all of the required Annual Information and is available for each Fiscal Year on or prior to July 1 of each year for the preceding Fiscal Year. Additionally, the Town may incorporate any information in any prior filing with each MSIR, or included in any final official statement of the Town, provided such final official statement is filed with the MSRB via EMMA.

(h) The Town reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Town; provided that the Town agrees that any such modification will be done in a manner consistent with the Rule.

(i) Except to cure any ambiguity, inconsistency or formal defect or omission in the continuing disclosure provisions of the Bond Resolution, the Town's covenants as to continuing disclosure (the "Covenants") may only be amended if: (1) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the Town or type of business conducted; the Covenants, as amended, would have complied with the requirements of the Rule at the time of award of the Bonds, after taking into account any amendments or change in circumstances; and the amendment does not materially impair the interests of the Beneficial Owners, as determined by Disclosure Counsel, Bond Counsel or other independent counsel knowledgeable in the area of federal securities laws and regulations; or (2) all or any part of the Rule, as interpreted by the staff of the Securities and Exchange Commission at the date of the adoption of the Bond Resolution, ceases to be in effect for any reason, and the Town elects that the covenants shall be deemed amended accordingly.

(j) Any assertion of beneficial ownership must be filed with the Town, along with full documentary support, as part of the written request described above.

(k) The Town Manager or the Finance Director are authorized and directed under the Bond Resolution to cause all other agreements to be made or action to be taken as required in connection with meeting the Town's obligations as to the Covenants, including entering into an agreement with a dissemination agent to provide continuing disclosure services to the Town. The Town Manager or the Finance Director are further authorized to make such additions, deletions and modifications to the Covenants deemed necessary or desirable after consultation with the Town Attorney, Bond Counsel and Disclosure Counsel.

The Town has failed to comply with its continuing disclosure requirements under the Rule with respect to the 2008 Bonds (the "2008 Undertaking") in each of its 2009 through 2015 fiscal years, as follows: The Town failed to post on EMMA the rating downgrade on December 18, 2012 by Moody's Investors Service, Inc., from Aa2 to Aa3, as required by the 2008 Undertaking. The Town failed to provide

updates of certain tables contained in the Official Statement for the 2008 Bonds, for each of its 2009 through 2015 fiscal years, as required by the 2008 Undertaking. The Town failed to timely provide audited or unaudited financial statements by May 31 for each of its 2009 through 2015 fiscal years, and failed to provide notice of the late filing of the financial statements, as required by the 2008 Undertaking. The Town did provide the audited financial statements in each such fiscal year by June 30 of the applicable year.

The Town became aware of these failures to comply with the Rule in the course of preparing this Official Statement. The Town has cured each instance of such noncompliance by posting the appropriate information on EMMA. The Town fully anticipates satisfying all future disclosure obligations required pursuant to the Rule, and has instituted procedures to ensure future compliance, including retaining a dissemination agent.

MISCELLANEOUS

The references, excerpts and summaries of all documents, resolutions and ordinances referenced herein do not purport to be complete statements of the provisions of such documents, resolutions and ordinances, and reference is directed to all such documents, resolutions and ordinances for full and complete statements of all matters of fact relating to the Bonds, the security for and the repayment of the Bonds and the rights and obligations of the holders thereof.

Concurrently with the delivery of the Bonds, the Town will furnish a certificate to the effect that, to the best of its knowledge, this Official Statement (other than the information herein related to DTC, the book-entry only system of registration maintained by DTC and the information contained under the captions "TAX MATTERS," "ORIGINAL ISSUE DISCOUNT," "ORIGINAL ISSUE PREMIUM" AND "UNDERWRITING," as to which no opinion by the Town need be expressed), as of its date and as of the date of delivery of the Bonds, does not contain any untrue statement of material fact and does not omit any material fact that should be included herein for the purpose for which the Official Statement is to be used, or which is necessary to make the statements contained herein, in light of the circumstances under which they were made, not misleading.

The execution and delivery of this Official Statement has been duly authorized by the Town.

TOWN OF GOLDEN BEACH, FLORIDA

By: _____
Name: Alexander Diaz
Title: Town Manager

By: _____
Name: Glenn Singer
Title: Mayor

APPENDIX A
FINANCIAL STATEMENTS OF
THE TOWN OF GOLDEN BEACH, FLORIDA
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015

Set forth in this Appendix A are the audited basic financial statements of the Town for the Fiscal Year ended September 30, 2015 (the "Audit"). The Audit is included in this Official Statement as a public document.

THE CONSENT OF KEEFE MCCULLOUGH & CO., LLP FOR USE OF THE FINANCIAL STATEMENTS OF THE TOWN WAS NOT REQUESTED. KEEFE MCCULLOUGH & CO., LLP WAS NOT REQUESTED TO PERFORM AND HAS NOT PERFORMED ANY SERVICE IN CONNECTION WITH THE OFFERING OF THE BONDS, AND IS THEREFORE NOT ASSOCIATED WITH THE OFFERING OF THE BONDS.

APPENDIX B

GENERAL INFORMATION PERTAINING TO THE TOWN OF GOLDEN BEACH, FLORIDA

THE FOLLOWING INFORMATION CONCERNING THE TOWN OF GOLDEN BEACH, FLORIDA, IS INCLUDED ONLY FOR THE PURPOSE OF PROVIDING GENERAL BACKGROUND INFORMATION. THE BONDS ARE PAYABLE SOLELY FROM THE SOURCES DESCRIBED IN THE OFFICIAL STATEMENT TO WHICH THIS INFORMATION IS APPENDED.

GENERAL

In the early 1920's, two brothers, R.W. and Henry G. Ralston, had a vision of creating a community like that of Miami Beach, without all the hustle and bustle of nightlife living. Their dream was not of a large city with hotels and businesses. Instead they pictured a small, quiet community along the coast, devoted entirely to family life close enough to large centers, yet far enough away to insure the peace and quiet of suburban life. They looked around for such a site and finally purchased a strip of beach less than a mile long at the extreme north-eastern end of Miami-Dade County.

The Ralston brothers founded their dream town, now commonly referred to as Golden Beach. The Ralston brothers and their associates of the "Golden Beach Corporation" spent millions of dollars cleaning out the mangrove swamps, pumping and hauling infill to build up the swamps, forming the three islands and the peninsulas between, building bridges, laying pipelines, water mains, underground electrical conduits, and building streets.

The Town of Golden Beach was incorporated by a special act of the Legislature of the State of Florida on May 23rd, 1929 and is among the oldest municipalities in Miami- Dade County. The Town was founded, and has remained, one of purely single family homes. Presently, the Town has a total of 364 single family residences. The Town Charter limits property use within the Town to single family residential lots. Thus, there is no commercial activity within the Town.

The Town is located north of the City of Miami near the border between Miami-Dade County and Broward County. The Town rests on 1.8 miles along the northernmost portion of State Road A1A at the Miami-Dade/Broward County line in South Florida. The Town is bounded by the Atlantic Ocean to the east, the Intercoastal Waterway to the west and the coastal municipalities of Hallandale Beach to the North and Sunny Isles Beach to the South.

POPULATION

The following table sets forth the Town's, the County's and the State's population for the years 2010 (latest U.S. census) and 2015 (estimate).

Population

2010	919*	2,496,457**	18,801,332**
2015	972*	2,653,934**	19,815,183**

*Source: US Census Bureau

** Source: Office of Economic & Demographic Research University of Florida, Bureau of Economic and Business Research

The following tables set forth certain demographic information regarding the Town.

Demographics

Median Age	39
Median Household Income	136,875
Average Owner-Occupied Housing Value	1,000,001
Total Housing Units	366
Percent High School Graduate or Higher	93%

Source: US Census Bureau, 2015 estimated

Population Distribution by Age

	<u>Number</u>	<u>Percentage</u>
14 Years of Age and Younger	203	22.1
15-24 Years of Age	141	15.3
25-44 Years of Age	163	17.7
45-64 Years of Age	301	32.7
65 Years of Age and Older	111	12.0

Source: US Census Bureau, 2010 census

Ethnic Breakdown

	<u>Number</u>	<u>Percentage</u>
White	899	97.8
Black or African American	16	1.7
American Indian & Alaska Native	0	0
Asian	3	0.3
Native Hawaiian & Other	0	0
Some other race	1	0.1
Two or More Races	0	0
Hispanic or Latino	241	26.2

CLIMATE

The Town's climate is sub-tropical-marine, characterized by long summers with abundant rain fall and mild, dry winters. The average temperature in the summer is 81.4 degrees Fahrenheit and 69.1 degrees Fahrenheit in the winter, with an average annual temperature of 75.4 degrees.

PARKS AND RECREATION

The Town has three parks and a one mile private beach with a historic Beach Pavilion. The Town owns and maintains the Beach Pavilion facility, the John Tweddle Park with two tennis courts, one basketball court, children's playground, picnic shelter and restrooms, a ball field at North Park and a passive recreation area at South Park.

EDUCATION

The Town's educational needs are provided by three schools of the Miami-Dade County Public School System: Norman S. Edelcup/Sunny Isles Beach K-8, Highland Oaks Middle School and Alonzo and Tracy Mourning Senior High Biscayne Bay Campus.. All students attending these schools are provided with free bus transportation to and from school by Miami-Dade County.

FIRE AND POLICE

The Town utilizes Fire Station number 8 located in Aventura, Florida, approximately 1.2 miles from the Town. The Town has its own police department. The Town's police department currently employs 19 police officers and 5 non-sworn personnel, which are all located in one police station.

COMMERCIAL

The Town is a purely residential community, as its Charter protects the Town from commercial activity of any kind and forbids the construction of high rise condominiums.

APPENDIX C
BOND RESOLUTION

APPENDIX D

FORM OF APPROVING OPINION OF BOND COUNSEL

_____, 2016

The Town Council of the
Town of Golden Beach, Florida

Re: \$_____ Town of Golden Beach, Florida
 General Obligation Refunding Bonds, Series 2016

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the Town of Golden Beach, Florida (the "Town") of its \$_____ General Obligation Refunding Bonds, Series 2016 initially issued and delivered on this date (the "Bonds") pursuant to the Constitution and laws of the State of Florida, including particularly Article VII, Section 12 of the Constitution, Part II of Chapter 166, Florida Statutes, as amended, Sections 132.33 through 132.47, Florida Statutes, as amended, the Charter of the Town and other applicable provisions of law (collectively, the "Act") and Resolution No. _____ adopted on _____, 2016 (the "Bond Resolution").

We have examined the Act, the Bond Resolution and such certified copies of the proceedings of the Town and of such other documents as we have deemed necessary to render this opinion. As to the questions of fact material to our opinion, we have relied upon representations of the Town contained in the Bond Resolution and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify such representations by independent investigation.

Based on the foregoing, we are of the opinion that, under existing law:

1. The Town is a municipal corporation organized and existing under the Constitution and laws of the State of Florida, with the power to adopt the Bond Resolution, to perform its obligations thereunder and to issue the Bonds.

2. The Bond Resolution has been duly adopted by the Town and constitutes a valid and binding obligation of the Town, enforceable in accordance with its terms.

3. The issuance and sale of the Bonds has been duly authorized by the Town. The Bonds have been duly executed and delivered by the Town and constitute valid and binding general obligations of the Town, payable from the levy of ad valorem taxes, without limitation as to rate or amount, on all taxable property within the Town, and the Town has pledged its full faith, credit and taxing power to the payment of the Bonds.

4. Under existing statutes, regulations, rulings and judicial decisions, interest on the Bonds is excluded from gross income for federal income tax purposes. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, such interest is taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on corporations under the Internal Revenue Code of 1986, as amended (the "Code"). Ownership of the Bonds may result in collateral federal tax consequences to certain taxpayers. We express no opinion regarding other federal tax consequences

resulting from the ownership, receipt or accrual of interest on, or disposition of, the Bonds.

The opinion set forth in the preceding paragraph assumes continuing compliance by the Town with certain requirements of the Code that must be met after the date of the issuance of the Bonds in order for interest on the Bonds to be excluded from gross income for federal income tax purposes. The failure to meet these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds. The Town has covenanted in the Bond Resolution to take the actions necessary to comply with such requirements.

This opinion is qualified to the extent that the rights of the holders of the Bonds and the enforceability of the Bonds and the Bond Resolution may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, now or hereafter in effect, and by the exercise of judicial discretion in appropriate cases in accordance with equitable principles.

Respectfully submitted,